

# Arizona State Parks

## Trails Heritage Fund

### FY 2008 Grant Application Manual

#### **Application Deadline**

Applications must be received at:

Arizona State Parks  
Partnership Division  
Grants Section  
1300 W. Washington  
Phoenix, AZ 85007

**No later than:**

**Friday, February 29, 2008**

**By 5:00 p.m.**



This manual supersedes all previous manuals.



# Arizona State Parks Board

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This publication was prepared under the authority of the Arizona State Parks Board. It is available in alternative format by contacting the ADA Coordinator at (602) 364-0632.

November 2007

# **Arizona Outdoor Recreation Coordinating Commission (AORCC)**

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Statutory Member  
Arizona State Parks

## **Arizona State Trails Program Mission Statement:**

*The mission of the Arizona State Trails Program is to promote, develop,  
and preserve non-motorized trail opportunities throughout the state.*

## LETTER TO APPLICANTS

Dear Trails Heritage Fund Applicant:

Arizona State Parks is pleased to present the FY 2008 Grant Application Manual for the Trails Heritage Fund. This manual is designed to instruct applicants in preparing successful grant applications for funding assistance from the Trails Heritage Fund for revenues accrued during Fiscal Year 2008. These grant monies will be available to successful applicants in Fiscal Year 2009. This manual contains general program information, application guidelines, rating system, and application requirements.

This manual supersedes all previous application materials prepared by Arizona State Parks. Manuals dated prior to FY 2008 should be discarded. All forms necessary to complete an application are available in this manual and may be reproduced.

Please contact Robert Baldwin or me if you have any questions as you design your project and prepare your grant application.

Robert Baldwin  
Trails Heritage Fund Grants Coordinator  
(602) 542-7130  
E-mail: [rbb2@azstateparks.gov](mailto:rbb2@azstateparks.gov)

Doris Pulsifer  
Chief of Grants  
(602) 542-7127  
E-mail: [dpulsifer@azstateparks.gov](mailto:dpulsifer@azstateparks.gov)

The Arizona State Parks Grants Section administers eight grant programs: the State Lake Improvement Fund (SLIF); the Law Enforcement & Boating Safety Fund (LEBSF); the Recreational Trails Program (motorized portion); three components of the Arizona Heritage Fund (Historic Preservation; Trails; and Local Regional & State Parks); the Land and Water Conservation Fund; and the Growing Smarter State Trust Land Acquisition Program. Please refer to the table on the back cover of this manual for further information and phone numbers.

Thank you,  
Doris Pulsifer  
Chief of Grants  
Arizona State Parks

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# INTRODUCTION

## **State Trails System Requirement**

To be eligible for funding assistance from the Trails Heritage Fund, trails must be listed on the State Trails System. Nomination criteria and forms for nominating trails to the State Trails System are available on the State Parks website or by contacting the State Trails Coordinator.

- ❖ <http://www.azstateparks.com/partnerships/trails/statetrails.html>.
- ❖ State Trails Coordinator, Annie McVay at 602/542-7116 or by email at [trails@azstateparks.gov](mailto:trails@azstateparks.gov).

The deadline for nominating trails not yet included in the State Trails System is the *first working day in July*. Nominated trails must be approved prior to the grant application deadline to be considered eligible for funding.

- ❖ *The State Trails System nomination deadline to be eligible for the FY2008 grant funding cycle was July 2, 2007.*
- ❖ *July 1, 2008 is the deadline for grant funding cycle FY 2009.*

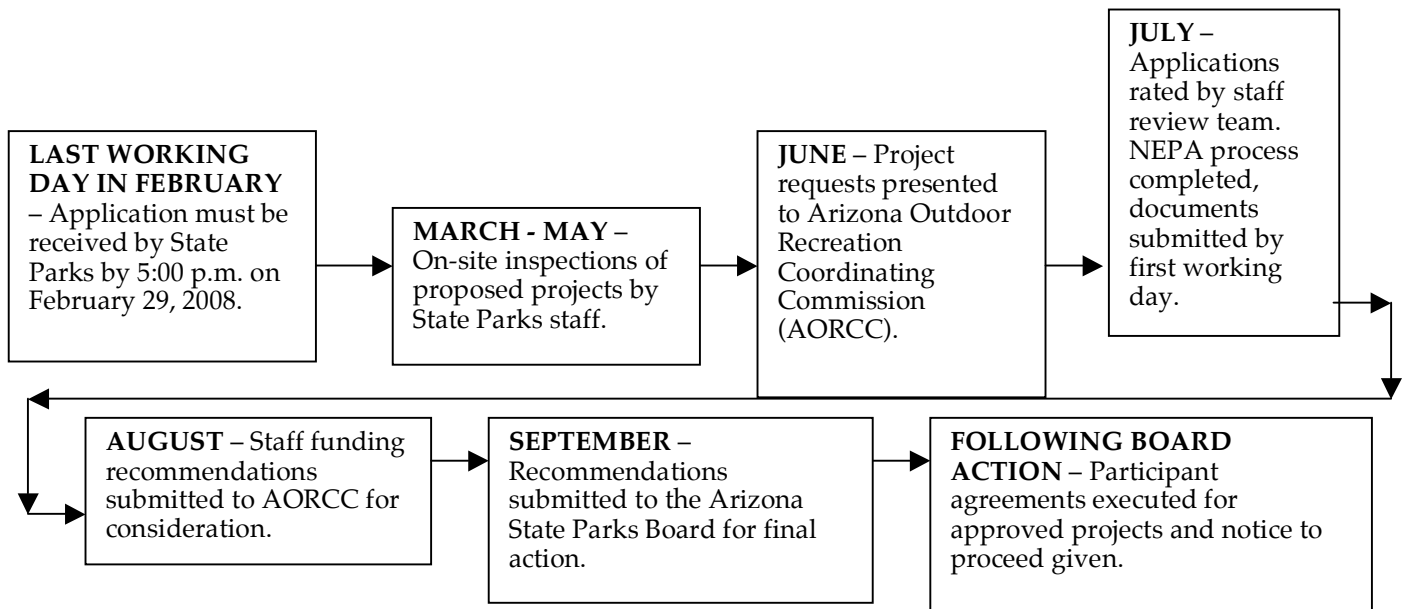
## **Trails Program Information**

The Arizona State Parks Board (Board), through the Arizona State Parks Grants Section, is responsible for administering the Trails portion of the Arizona State Parks Board Heritage Fund. This is accomplished through the development of application guidelines and a priority rating system, the execution of participant agreements with grantees, and the subsequent monitoring of expended funds and project work.

To assist the Board with this responsibility, Arizona State Parks (ASP) staff works with the Arizona State Committee on Trails (ASCOT) and the Arizona Outdoor Recreation Coordinating Commission (AORCC) to develop policies and criteria that enable the equitable distribution of funds. AORCC reviews eligible project applications and recommends grant funding levels for Board consideration and final action.

Through this manual and based on the Arizona Trails 2005 survey results; the Board establishes funding priorities and evaluation criteria that reflect high priority needs of trail users. Applicants are encouraged to assess trails needs within their jurisdiction and submit applications that reflect priorities set forth in this manual.

## Trails Heritage Fund Expected Grant Cycle





# GENERAL PROGRAM & FUNDING INFORMATION

## Arizona State Parks Grant Programs

The ASP Grants Section administers eight grant programs: the Law Enforcement & Boating Safety Fund; three components of the Arizona Heritage Fund (Historic Preservation; Trails; and Local, Regional & State Parks); the federal Land & Water Conservation Fund; the State Lake Improvement Fund; the Growing Smarter State Trust Land Acquisition Program (Land Conservation Fund); and the federal Recreational Trails Program (Motorized Portion) funds.

## Funding Source and Available Funds

The Arizona State Parks Board Heritage Fund (A.R.S. §41-503), established in 1990, provides funding for non-motorized trails that have been nominated into the State Trails System, including urban, cross-state, recreational, interpretive, or historic trails. Revenue for the program is derived from the Arizona Lottery. The Board receives up to \$500,000 a year for the Trails Heritage Fund, of which 95% is available through the competitive grant program. According to statute, no entity may receive more than 20% of the funds available in any fiscal year. This amount is based on the total of new revenue, carry-forward, and funds deobligated in the previous fiscal year. The minimum dollar amount that applicants may request is \$4000.

Fiscal Year of Revenue	Available Revenues From Heritage Fund for Trails Grants	20% Cap
1991	\$280,250	\$56,050
1992 - 1998	\$475,000	\$95,000
1999	\$413,547	\$82,709
2000	\$384,598	\$76,000
2001	\$403,002	\$84,000
2002	\$416,503	\$87,000
2003	\$442,104	\$115,952*
2004	\$475,000	\$138,401*
2005	\$475,000	\$176,879*
2006	\$475,000	\$126,949*
2007	\$475,000	\$106,086*

\* Determination of cap was changed to include all available funds including carry over and deobligated amounts.

## **Eligible Applicants**

Governmental entities are eligible to apply for Trails Heritage Fund grants. This includes: cities, towns, counties, tribal governments, and state and federal agencies. Private or non-profit organizations may apply only through an eligible sponsoring organization as a third party.

An entity is defined as a governmental body, with a responsibility to provide trail opportunities to the public that meets the following criteria:

- independent governing authority;
- independent signature authority; and
- independent authority to commit funds.

An entity may submit more than one application per year, if applications are for completely different projects. However, no one entity will be awarded more than 20% of the Trails Heritage Fund monies available for FY 2008 grants regardless of the number of applications submitted. For this program, each National Forest, National Park, and field office of the Bureau of Land Management is considered a single entity.

**Third-Party Memorandum of Understanding** - If the applicant is sponsoring the application in cooperation with a third party, a completed and signed Memorandum of Understanding between the applicant and the third party **MUST** be submitted before the Participant Agreement can be signed.

## **Eligible Project Work**

Project work eligible for Trails Heritage Fund support includes:

- ❖ Trail development and reconstruction activities including, but not limited to: soil stabilization, earthwork, erosion control, revegetation\*, natural and hardened surfacing, culverts, low-water crossings, bank improvements, gabions, retaining walls, guard rails, hand rails, and bridges;

### **Revegetation vs. Landscaping**

**Revegetation** is defined as the process of returning terrain to its natural state. This can include repair and conditioning of the ground; boxing and transplanting native trees, bushes, shrubs, and cacti; and the purchase and use of native grass and flower seed. Natural habitat should not require permanent irrigation.

**Landscaping** is defined as the addition of trees, bushes, shrubs, cacti, grass, flowers, or rock to enhance an area and irrigation needed to support the landscaping. Landscaping and irrigation are not eligible scope items.

- ❖ Trail support facilities including, but not limited to: signage, parking areas, hitching rails, bike racks, fencing, motorized access barriers, underpasses, rest rooms, and water facilities;

- ❖ Acquisition or lease of future trail alignments;
- ❖ Design and engineering when included with trail development and directly related to the project (pre-agreement and design & engineering costs are limited to 10% of the grant amount);
- ❖ One-time non-routine, volunteer trail clean-up activities or events; and
- ❖ Renovation – defined as the redesign, reconstruction, non-routine maintenance, or relocation of recreational trails to benefit the natural environment or to mitigate and minimize the impact on the natural environment. Other reasons for renovation may include erosion and deterioration, improper original alignment, improper design, safety-related issues due to hazardous conditions, and natural disasters.

A cultural resources survey, including information regarding archaeological and other historic properties, is an eligible cost item which applicants may choose to include in the scope of work. Arizona State Parks may require that grant applicants conduct further work such as testing or mitigation of cultural resources before grant funds will be released, and such activities are the responsibility of the applicant. Activities such as testing and mitigation of cultural resources are not eligible for grant funds and may not be counted as match toward the project.

Phase I environmental assessments are eligible for inclusion as a cost item in the scope of work. Any additional work required to receive environmental clearances is the responsibility of the applicant and is not eligible for grant funds or as match counted toward the project.

The development of local or regional trail plans is not eligible for funding. Funds cannot be used for administrative or overhead costs, or costs associated with application preparation.

### **Matching Requirement**

Grants are awarded on a matching basis, where the grantee provides at least 50% of the total eligible project cost and the grant provides the remainder. Matching funds can be in the form of cash or in-kind contributions including donated land, materials or services, cost of in-house labor and equipment, local appropriations or bond monies, or monetary contributions from outside sources. (See Donations List, Page 56-57)

Matching funds must be included within the eligible project scope according to the program guidelines and must be used within the approved project period, except approved pre-agreement and design and engineering costs. The applicant's matching share must be certified on the Applicant Resolution/ Authority to Apply. If there are any questions regarding the eligibility of matching funds, please contact Arizona State Parks for clarification.

## HOW TO APPLY

### **Application Submission**

Arizona State Parks Grants Section must receive completed applications no later than **5:00 p.m. on Friday, February 29, 2008**. This is not a postmark deadline; applications must be received by the grant deadline. It is recommended that you submit your application early so staff can notify you if any additional items are needed to make the application complete.

The applicant must submit **ONE (1)** complete original application and **FOUR (4)** additional copies.

- ❖ *The person authorized to receive funds as certified in the Applicant Resolution (see page 18-19, item #6) must sign the original copy of the application and all other required documents.*

**Do not bind or staple the applications – they can be clipped in the upper left hand corner.**

An entity may submit more than one application per year, but only if the applications are for completely different projects. Applicants who were awarded funding previously may submit an application for the current grant cycle. The application for the current grant cycle may or may not have any relationship to the project funded in a previous year. Every application for the current grant cycle will be evaluated based upon the merit of the proposed project and the criteria set forth in this manual, regardless of whether the proposal would expand a project funded in a previous year.

**Applications must be received by 5:00 PM on Friday, February 29, 2008 at:**

Arizona State Parks  
Grants Section  
Attn: Robert Baldwin  
1300 W. Washington  
Phoenix, AZ 85007

For questions, contact Robert Baldwin, Trails Grant Coordinator at 602/542-7130 or [rbb2@azstateparks.gov](mailto:rbb2@azstateparks.gov)

## IMPORTANT THINGS TO KNOW

**General Compliance / NEPA Requirements** -- All projects must comply with applicable State statutes, regulatory requirements, and policies. Projects being completed on federal land or by a federal participant must be in compliance with the National Environmental Policy Act (NEPA). It is often difficult to provide documents supporting NEPA compliance by the application deadline, therefore,

- ❖ Documents may be submitted to State Parks by the *first working day in July* following the grant application deadline for the grant application to still be considered eligible.
- ❖ If the NEPA documents are not submitted with the original application or are not received by the July deadline, the project will not be considered eligible for funds.

**Appraisals** -- Appraisals for property proposed for purchase or donation must be prepared according to the requirements of the Uniform Standards of Professional Appraisal Practice by a State Certified Appraiser. Appraisals are valid if prepared within one year of the date of acquisition and must receive a favorable desk review by an Arizona State Parks contract appraiser prior to reimbursement. Contact Arizona State Parks for additional information on acquisition project requirements.

**Physically Challenged** -- Facilities must be designed to reasonably meet the needs of persons with disabilities. In so doing, the participant must comply with all applicable provisions of the Americans with Disabilities Act, (Public Law 101-336, 42 U.S.C. 12101-12213) and the Arizonans with Disabilities Act of 1992 (A.R.S. § 41-1492, et seq.).

**Operation/Maintenance** -- The grantee is responsible for continued operation and maintenance of funded facilities. Grant funds are not available for operation and maintenance costs.

**Title Transfer and Site Development** -- Title transfer of lands proposed for acquisition, whether by donation, or negotiation, and the development of proposed facilities may not commence until there is an executed Participant Agreement between the participant and Arizona State Parks. Such work or acquisition accomplished prior to execution of the Participant Agreement shall be the full responsibility of the applicant.

**Waiver of Retroactivity** -- The exception is for emergency acquisition as approved in advance through a Waiver of Retroactivity when it is necessary to acquire property before a grant application for acquisition assistance can be considered for funding. An example where this waiver is appropriate is when the sale of property is imminent and, if not purchased, a significant opportunity would be lost. To request a waiver, State Parks must be notified in writing of the necessity for the waiver prior to acquiring the property and give justification for the proposed action. Contact the Grant Program Coordinator for more details about this process.

**Completion Requirements** -- An awarded grant must be completed within a specified length of time from the date Arizona State Parks signs the participant agreement. The specific times are:

Land acquisition -- completed within two (2) years

Facility development -- completed within three (3) years

Generally, costs associated with work undertaken prior to the execution of an agreement are not eligible project costs. Exceptions include: 1) an approved waiver of retroactivity for emergency land acquisitions; and 2) approved pre-agreement costs. Approved pre-agreement and design and engineering costs combined cannot exceed 10% of the total grant award. Contact the grant program coordinator for specific information on allowable pre-agreement costs.

**Commencement of Work for Awarded Grants** -- Actual development work must begin within eighteen (18) months of the signed agreement and acquisitions must begin within six (6) months of the signed agreement. Work is defined as: an executed consultant agreement for studies, reports, assessments, or architectural/engineering projects; an executed construction contract or initiated on-site force account labor for development projects; an offer to purchase real property for acquisition projects; agency project set-up for in-house design; or other documented evidence that a project has been initiated. Failure to meet this requirement may result in cancellation of the agreement; funds allocated to cancelled projects will be returned to the Trails Heritage Fund.

**Control and Tenure Requirement** -- Trails projects must comply with the Control and Tenure policy explained on page 20-21. Failure to comply with this policy or to submit required documentation will result in the application being deemed ineligible and returned to the applicant.

**Term of Public Use** -- Projects funded through the Trails Heritage Fund must be available for public use for the term specified in the General Provisions found on pages 69-74. The term of public use is as follows:

Facilities (real property):	25 years
Acquired Land:	99 years

The General Provisions will be attached to the Participant Agreement that all successful Trails Heritage Fund grant applicants must sign.

**Grant Award Recognition** -- Applicants who receive a grant are offered the opportunity to publicly acknowledge the receipt of the grant at a venue of their choice, such as a "big check" presentation.

**Disagreement Process** -- Disagreements with any decision or action which are not resolved with staff to the satisfaction of the participant may be addressed in the following manner within thirty (30) working days of receiving notice of staff's decision:

- A. The participant may submit a written request for review to the Assistant Director of the Partnerships Division of Arizona State Parks. The Assistant Director will address the matter and respond in writing within thirty (30) working days of receiving the request from the participant.
- B. If the disagreement is not resolved with the Assistant Director's intervention, the participant may submit a written request for review and consideration to the Executive Director of Arizona State Parks. The Executive Director will respond within thirty (30) working days of receiving the request.

**Permitting Requirements** -- State Parks funded grant projects may involve work that requires permits and clearances from various state and federal agencies. Arizona State Parks does not determine which—if any—permits or clearances are required for specific projects nor does it review permits or clearances for accuracy or appropriateness. Applicants are encouraged to arrange pre-application meetings with appropriate federal, state, and local government agencies to determine requirements, processes, time schedules and documentation required for proposed permit applications. See telephone numbers on next page.

If awarded a grant, the applicant is responsible for conducting environmental assessments and obtaining all applicable permits and clearances no later than 18 months after the Participant Agreement is signed. Construction funds will not be released until copies of all applicable permits and clearances are received in this office.

Review the items listed below to assist you in determining if your project may require permits and/or clearances. Will the project:

- Affect any (a) federally listed endangered or threatened species or designated critical habitat or (b) species listed as wildlife of special concern in Arizona?
- Include introduction or exportation of any species not presently or historically occurring in the receiving location?
- Affect any recognized state natural area, prime or unique ecosystem or geologic feature, or other ecologically critical area?
- Involve habitat alteration or land use changes such as planting, burning, removal of native vegetation, clearing, grazing, water manipulation, or modification of public use?
- Involve any new or modified construction or development in floodplains or wetlands?
- Require ground or surface water through contract of acquisition for a long-term project viability?
- Include use of any chemical toxicants?
- Result in any discharge which will conflict with Federal (or State) air or water quality regulations?
- Require substantial consumption of energy to complete or maintain the project (heavy equipment, large vessels, etc.) or result in increased energy consumption by the public (new public use areas, etc.)?
- Affect any archaeological, historical or cultural site or alter the aesthetics of the subject area?
- Impact on designated wild or scenic river, wilderness area, national trail, or other protective national or state designation (i.e., Unique Waters, Area of Critical Environmental Concern, National Conservation Area, etc.)?
- Have any substantive environmental impacts not addressed above, or result in cumulative impacts which separately do not require assessment but together must be considered substantial?

## **References**

1. Section 7, Endangered Species Act of 1973, as amended
2. Arizona Game and Fish Department Wildlife of Special Concern List
3. Executive Order 11987, Exotic Organisms; and 50 CFR 92
4. Executive Order 11988, Flood Plain Management
5. Executive Order 11990, Protection of Wetlands
6. Administration of Clean Air Act of 1970 (P.L. 91-604) and Federal Water Pollution Control Act (P.L. 92-500), Executive Order 11738; and Clean Water Act Amendments of 1977 (P.L. 95-217)
7. Executive Order 11593, Protection and Enhancement of the Cultural Environment (P.L. 93-291), Archaeological and Historic Preservation Act, 5-244-74; and CEQ Guidelines, Federal Register 43(230), 11-29-78, § 1508.8
8. Wild and Scenic Rivers Act (P.L. 90-542)
9. Wilderness Act (P.L. 88-577)
10. National Trails Act (P.L. 90-543)
11. National Environmental Policy Act (NEPA), 1969; CEQ guidelines, Federal Register 43(230), 11-29-78, §§ 1507.3 and 1508.4; Federal Register 44(112), 6-8-79, pp. 33160-33162
12. Arizona Native Plants, A.R.S. § 3-901 to § 3-934

## **Telephone Numbers**

U.S. Army Corps of Engineers	(602) 640-5385
Arizona Game and Fish Department	(602) 942-3000
Arizona Department of Environmental Quality	(602) 207-2300
Arizona Department of Water Resources	(602) 417-2460
State Historic Preservation Office, Arizona State Parks	(602) 542-4009
U.S. Fish and Wildlife Service	(602) 640-2720 X 235



# APPLICATION MATERIALS

This section contains documents required  
for application submittal



## APPLICATION CHECKLIST

**ATTENTION:** Please pay close attention to the following instructions – they have changed from last year. To insure the eligibility of your application the following must be included.

**Do not bind or staple the applications.  
Please clip in the upper left hand corner.**

**Submit ONE (1) copy of the entire application including items #1 - #10  
AND  
FOUR (4) copies of items #8 - #10 ONLY, including documentation  
by 5 PM on Friday, February 29, 2008**

**Submit ONE (1) entire application that includes the required items listed below (Items #1 through #10).**

- ☐ 1. **State Trail System** (p. 1)
  - ❖ The applicant must provide a copy of written verification that any trail or section of trail associated with this project has been accepted into the State Trail System. If the trail name has been changed from what was originally accepted or is being changed with this project, a separate letter requesting the name change must be submitted to the State Trails Coordinator and a copy submitted with this application.
- ☐ 2. **FY 2008 Trails Heritage Fund Certified Grant Application Form** (page 16)
  - ❖ The individual authorized by the Resolution must sign the grant application.
  - ❖ The applicant must be an eligible entity to apply for the grant.
- ☐ 3. **Applicant Resolution/Authority to Apply** (page 17-19)
  - ❖ At a minimum, a draft Resolution or letter explaining when the resolution will be provided must be included with the application. A final signed Resolution must be submitted by the April 13, 2008 deadline or the application will be determined ineligible. Matching funds must be stated in the Resolution.
  - ❖ The person authorized to receive funds as certified in the Applicant Resolution (see page 18-19) must sign the original copy of the application and all other required documents.
- ☐ 4. **Control & Tenure** (page 20-21)
  - ❖ The application must include the appropriate documentation to demonstrate Control & Tenure of the property such as a lease, special use agreement, title or deed with a map depicting the area(s) proposed for lease, easement, permit or agreement.
  - ❖ The Control & Tenure documents must state a valid term of at least 25 years with 20 years remaining at the time of application submittal.
  - ❖ A copy of the Title Insurance (not title report) for all parcels must be included with the application.
  - ❖ In lieu of title insurance, the applicant must provide a title opinion signed by their legal representative indicating all parcels are unencumbered.

- ☐ 5. **Memorandum of Understanding (for Third Party projects only)** (pages 24-26)
  - ❖ A draft Memorandum of Understanding (MOU) must be submitted with the application. The completed and signed MOU delegating the responsibilities as provided in the sample resolution must be received before the Participant Agreement can be signed.
  - ❖ The Memorandum of Understanding (MOU) must state the responsibilities of the Applicant and the Third Party as detailed in the sample resolution provided in the manual.
- ☐ 6. **Americans with Disabilities Act (ADA) certification** (page 41)
- ☐ 7. **SHPO Review Form/SHPO Historic Property Inventory Form** (pages 42-45)
  - ❖ A 7.5' USGS map of the entire project area (clearly labeled)
  - ❖ A copy of the cultural resources survey report if a survey of the property has been conducted.
  - ❖ If a survey report for this project area has already been approved by SHPO, provide a copy of the SHPO comments.

**(NOTE: Federal applicants must provide documentation that all NEPA requirements have been met. If documentation is not turned in by the application deadline than it must be turned in no later than the *first working day in July 2008*).**

**Submit four (4) additional copies of the items listed below (items #8 through #10, including documentation)**

- ☐ 8. **Project Rating Criteria** (page 30)
  - ❖ Written responses to rating criteria (pages 30-38) with supporting documentation.
- ☐ 9. **Project Budget Forms**
  - ❖ Estimated Project Cost Sheet (page 48)
  - ❖ Acquisition Cost Breakdown - if applicable (page 49)
  - ❖ Scope Item Cost Breakdown Sheet for each proposed scope item (page 50)
  - ❖ Pre-agreement/Design & Engineering Costs Breakdown - if applicable (page 53)
  - ❖ Scope Item Timetable (page 55)
  - ❖ Donations List (page 56)
- ☐ 10. **Maps, Plans and Photographs**
  - ❖ Photographs (page 59)
  - ❖ Location Map / Project Boundary Map (page 60)
  - ❖ Acquisition Parcel Map - if applicable (page 61)
  - ❖ Site Plan - if applicable (page 62)
  - ❖ Floor Plans - if applicable (page 63)
  - ❖ Signage Design Plan - if applicable (page 64)
  - ❖ Trail Design Plan - if applicable (page 65)

## INSTRUCTIONS FOR COMPLETING THE CERTIFIED GRANT APPLICATION FORM

Use the instructions provided below to complete the Certified Application Form (page 16).  
All information must be typewritten.

1. **Applicant Name:** Enter the name of the eligible entity submitting the grant application.
2. **Applicant Address:** Enter the official mailing address of the applicant.
3. **Applicant Contact:** Enter the name, title, and telephone number of the individual who will have the day-to-day responsibility for the project. An e-mail address is helpful.
4. **Third Party:** If the applicant is sponsoring the application in cooperation with a third party, enter the name of the cooperating entity.
5. **Third Party Address:** Indicate the official address for any third party applicant listed in Item 4 to which communications and correspondence should be directed.
6. **Third Party Contact:** Enter the name, title, and telephone number of the individual associated with the third party participant, who will have the day-to-day responsibility for the project. An e-mail address is helpful.
7. **Project Title:** Enter the title of the proposed project incorporating the affected site and the essence of work to be accomplished (e.g. "Picketpost Trailhead Improvements" or "Crooked Spine Trail Alignment"). Limit the title to 40 characters or less.
8. **U.S. Congressional District:** Enter the number of the U.S. Congressional district(s) in which the project site is located. Contact your county recorder if you need assistance.
9. **State Legislative District:** Enter the number of the State Legislative District(s) in which the project site is located. Contact your county recorder if you need assistance.
10. **County:** Enter the name of the county(s) in which the project is located.
11. **Brief Description of the Project:** In three or four sentences, summarize the project indicating the nature of the work to be accomplished.
12. **Project Funding:**  
Grant Request -- Enter the amount of grant request.  
Match Amount -- Enter the amount for which the applicant will be responsible.  
Total Project Cost -- Enter the total cost of the proposed project, which equals the grant request plus the match amount. These figures must mirror the figures provided on the Estimated Project Cost Sheet, Cost Breakdown Sheets, and the Resolution/ Authority to Apply.
13. **Certification & Authorized Signature:** The certified application form **MUST** be signed and dated by the individual authorized to act on behalf of the applicant in conducting all official business related to the project (same person as specified in applicant's resolution/authority to apply for application). Please type the signer's name and title below the signature.

# FY 2008 TRAILS HERITAGE FUND CERTIFIED GRANT APPLICATION FORM

## Participant Information

<b>1. Applicant Name</b>	<b>4. Third Party</b>
<b>2. Applicant Address</b>	<b>5. Third Party Address</b>
<b>3. Applicant Contact:</b>  Name  Title  Telephone Fax  E-mail	<b>6. Third Party Contact:</b>  Name  Title  Telephone Fax  E-mail

## Project Information

<b>7. Project Title</b>	<b>8. Congressional District #</b>	<b>9. AZ Legislative District #</b>	<b>10. County</b>
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**11. Brief Description of Project**

<b>12. Project Funding Amount</b>		
<b>Grant Request</b> (____%)	<b>Match*</b> (____%)	<b>Total Project Cost</b> (100%)
\$	\$	\$

\* Match must equal at least 50% of total project cost. These figures must match the Estimate Project Cost Sheet.

**13. Certification**    (This form must be signed for the application to be considered complete.) *I hereby certify that the information in this application is true and correct to the best of my knowledge.*

**Authorized Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

# APPLICATION RESOLUTION / AUTHORITY TO APPLY

## Non-Federal Applicants

To be eligible for funding consideration, non-federal applicants must include a resolution certifying authority to apply for a Trails Heritage Fund grant. A Sample Resolution is provided on page 18-19. **All applicants MUST incorporate items 1 through 6 from the sample resolution in their resolution and it MUST be signed by the appropriate official authorized to commit funds.**

*NOTE: If the applicant can not secure a signed resolution at the time of application, a draft resolution or letter explaining when the resolution will be available must be submitted along with the application. In no case will Arizona State Parks accept a signed resolution later than, April 13, 2008. The application will be ineligible if the draft resolution or letter is missing at the time of application or if the final resolution is insufficient or late.*

**NOTE: The person identified in the resolution (see Sample Resolution: Item 6) who conducts all negotiations and executes and submits all documents MUST provide documentation if other persons will be allowed to assume these responsibilities at any time during the development period of the grant.**

## Federal, Tribal, or Arizona State Land Department Applicants

Applicants in this group must submit a document that clearly states the applicant has the authority to apply for a Trails Heritage Fund grant. The document must address the same issues as are addressed in items 1 through 6 in the Sample Resolution provided and the document must be signed by an appropriate official authorized to commit funds.

Applicants in this group can satisfy the Control and Tenure requirements of the application process by incorporating in their document an appropriate statement addressing the applicant's intent to use the land under its stewardship for the purpose expressed in this application. A sample document is provided on page 22. **The sample document may be edited as needed by the applying entity. If altered, it is essential that all conditions in the sample document are addressed in the document submitted with this application.**

**THE SIGNED DOCUMENT MUST BE SUBMITTED WITH THE APPLICATION BY THE APPLICATION DUE DATE.**

**NOTE: The person identified in the resolution (see Sample Resolution: Item 6) who conducts all negotiations and executes and submits all documents MUST provide documentation if other persons will be allowed to assume these responsibilities at any time during the development period of the grant.**

## SAMPLE RESOLUTION

Resolution No.

RESOLUTION OF THE

(Applicant Name)

## APPROVING THE APPLICATION FOR TRAILS HERITAGE FUNDS

(Name of Project)

WHEREAS, the Legislature under A. R. S. §41-503 has authorized the establishment of the Trails Heritage Fund program, providing funds to the State of Arizona, its political subdivisions and Indian Tribes for acquiring lands and developing non-motorized trails and facilities for public use; and

WHEREAS, Arizona State Parks Board (BOARD) is responsible for the administration of the program within the State, setting up necessary rules and procedures governing application by local agencies under the program; and

WHEREAS, said adopted procedures established by the BOARD require the applicant to certify by resolution the approval of applications, signature authorization, the availability of local matching funds (if applicable), and authorization to sign a Participant Agreement with the BOARD prior to submission of said applications to the BOARD; and

NOW, THEREFORE, BE IT RESOLVED THAT           (Applicant's Governing Body)            
hereby:

1. Approves the filing of an application for FY 2008 Trails Heritage Fund assistance, and
2. Certifies that the application is consistent and compatible with all adopted plans and programs of \_\_\_\_\_ (Applicant's Governing Body) \_\_\_\_\_ for non-motorized trails and facility development; and
3. Agrees to comply with all appropriate procedures, guidelines, and requirements established by the BOARD as a part of the application process; and
4. Certifies that \_\_\_\_\_ (Applicant) \_\_\_\_\_ will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they relate to the application; and
5. If applicable, certifies that \_\_\_\_\_ (Applicant) \_\_\_\_\_ has matching funds in the amount of \$ \_\_\_\_\_ from the following sources  
; and



6. Appoints the \_\_\_\_\_ (Title - can be more than one person) \_\_\_\_\_ as agent of \_\_\_\_\_ (Applicant's Governing Body) \_\_\_\_\_ to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

I, the undersigned, \_\_\_\_\_, being the duly appointed and qualified (Office Held) \_\_\_\_\_ of \_\_\_\_\_ (Applicant) \_\_\_\_\_, certify that the foregoing Resolution No. \_\_\_\_\_ is a true, correct and accurate copy of Resolution No. \_\_\_\_\_ Passed and adopted at a regular meeting of \_\_\_\_\_ (Applicant) \_\_\_\_\_, held on (month) \_\_\_\_\_, (day) \_\_\_\_\_, (year) \_\_\_\_\_ at which a quorum was present and voted in favor of said (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_ Resolution.

\_\_\_\_\_  
Signed by:

\_\_\_\_\_  
Date

Approved As To Form:

\_\_\_\_\_  
Attorney:

\_\_\_\_\_  
Date

## EVIDENCE OF CONTROL AND TENURE

The applicant is responsible for operation and maintenance of fund-assisted facilities or equipment and retention of land acquisitions according to the Term of Public Use established in the GENERAL PROVISIONS (page 69-74). The Term of Public Use must be at least 25 years for equipment over \$50,000 (personal property), 25 years for facilities (real property) and 99 years for acquired land.

**At the time of application, the applicant MUST submit documentation to demonstrate the control (i.e., deed, lease, easement, etc.) and tenure (i.e., 25 years, 50 years, etc.) of the land where the project site is located. OR, the applicant MUST include the acquisition of the proposed site in the scope of the proposed project.**

The applicant MUST submit documentation to demonstrate the control (i.e., deed, lease, easement, etc.) and tenure (i.e., 25 years, 50 years, etc.) of the land where the project site is located. For a development project, the applicant must include copies of the document which evidences control and tenure of the proposed project site. Evidence of control and tenure can be shown by submitting copies of the required documents listed in either #1 or #2 below.

1A. **Title or Deed** -- If the land proposed for development is owned by a municipal or county applicant, all of the following must be submitted with the application:

- copy of the recorded title or deed
- legal description of the deed with an attached map
- updated copy of title insurance for the property (no older than one year).

In lieu of title insurance, a "title opinion" from the applicant's legal representative may be submitted. This opinion will certify that the title is vested in the applicant and there are no outstanding liens or encumbrances imposed against the property which would adversely affect the proposed development.

1B. **Title or Deed** -- If the land proposed for development is owned by a federal, tribal, or ASLD applicant, the applicant must provide a letter stating that:

All improvements proposed in this grant application are compatible with the approved land use plan of the applicant and will be constructed on land that is within the boundaries of and under the management of applicant. These lands are not classified, nor have they been identified, as base-for-exchange and they will be available for public use for the term of this agreement. (See sample letter page 22.)

1. **Leases, Easements, Permits, or Special Use Agreements** -- Lands not owned by the applicant may be developed with grant assistance if provisions exist in a lease or use agreement. The lease, permit, or special use agreement must adequately safeguard the long-term use of the land for public recreation. **AN APPLICATION WILL BE CONSIDERED INELIGIBLE IF A LEASE OR SPECIAL USE AGREEMENT IS NOT INCLUDED IN THE APPLICATION.** Both of the following must be submitted with the application:

- copy of the signed lease, easement, permit, or special use agreement.
- map depicting the area(s) existing or proposed for lease, easement, permit, or agreement

**NOTE: For a development project, an applicant must have a minimum of a 25-year lease with at least 20 years remaining at the time an application is submitted. The lease must include the provisions that (1) the lessee has the first right of lease renewal, and (2) the lessor cannot cancel the lease without cause. If the lease has at least 20 years remaining, but less than 25 years, the application must include a letter of intent to exercise the option to renew (page 23).**

### **Projects on State Land**

Projects proposing improvements on land leased from the Arizona State Land Department will be considered on a case by case basis. All projects constructed on State Land are required to meet the 25-year Term of Public Use. A project that cannot meet this requirement may proceed under the remedies provided in the Administrative Guidelines for Awarded Grants. These options include:

- (1) Conversion – providing an equivalent facility at the grant participant's expense;
- (2) Repayment – refunding the grant funds to State Parks on a graduated scale based on the number of years the project has been available to the public; or,
- (3) Obsolescence – notwithstanding neglect or inadequate maintenance on the part of the grant participant, a recreation area or facility may be determined obsolete if:
  - (a) reasonable maintenance and repairs are not sufficient to keep the recreation area or facility operating,
  - (b) changing recreation needs dictate a change in the type of facility provided,
  - (c) operating practices dictate a change in the type of facilities required, or
  - (d) the recreation area or facility is destroyed by fire, natural disaster, or vandalism.

# **SAMPLE LETTER RE: CONTROL AND TENURE / AUTHORITY TO APPLY (For Federal and Tribal Applicants)**

Date

Trails Heritage Fund Grant Coordinator  
1300 W. Washington  
Phoenix, AZ 85007

## **RE: CONTROL AND TENURE / AUTHORITY TO APPLY**

Dear Mr. Baldwin:

The intent of this letter is to provide evidence of control and tenure of the project site and authority to apply as required by the application for (project name).

Evidence of Control and Tenure: All improvements proposed in this grant application are compatible with the approved land use plan of the (forest, field office, tribe) and will be constructed on land that is within the boundaries of and under the management of the (forest, field office, tribe). These lands are not classified, nor have they been identified, as base-for-exchange and they will be available for public use for the term of this agreement.

Authority to Apply: The (forest, field office, tribe):

Approves the filing of an application for FY 2008 Trails Heritage Fund assistance;

Certifies that the application is consistent and compatible with all adopted plans and programs of the (forest, field office, tribe) for non-motorized trails facility developments;

Agrees to comply with all appropriate procedures, guidelines, and requirements established by the Arizona State Parks Board (Board) as a part of the application process;

Certifies that (forest, field office, tribe) will comply with all appropriate state and federal regulation, policies, guidelines and requirements as they relate to the application;

Certifies that (forest, field office, tribe) has matching funds in the amount of \$\_\_\_\_\_ from: (list sources) \_\_\_\_\_ and;

Appoints the (generic title or specific individual) \_\_\_\_\_ as agent of the (official name of forest, field office, tribe) to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

Signature of appropriate authority

*This is a sample and may be edited as needed by the applying entity. If altered, it is important that all aspects of the sample are addressed.*

## SAMPLE LETTER OF INTENT TO RENEW LEASE

Date

Trails Heritage Fund Grants Coordinator  
Arizona State Parks  
1300 W. Washington  
Phoenix, AZ 85007

### RE: LETTER OF INTENT TO RENEW LEASE

Dear Mr. Baldwin:

On \_\_\_\_\_ (date) , \_\_\_\_\_ (year) , \_\_\_\_\_ (Participant) entered into a \_\_\_\_\_ (term of lease) year lease with \_\_\_\_\_ (managing land agency) for public use at \_\_\_\_\_ (location of facility) . The expiration date of this lease is \_\_\_\_\_ (date) , \_\_\_\_\_ (year) .

This lease includes on option to renew for an additional \_\_\_\_\_ years, which option the (Participant) \_\_\_\_\_ intends to exercise upon the conclusion of the first term.

Sincerely,

Applicant Name  
Applicant Title

# **SAMPLE MEMORANDUM OF UNDERSTANDING**

## **Memorandum of Understanding Between (Grant Participant) and (Third Party) for (Construction and Maintenance of Trail Facilities and Related Improvements)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_, (hereafter referred to as "the Participant"), acting through its administrative agency, (hereafter referred to as "the \_\_\_\_\_"), pursuant to A.R.S. § \_\_\_\_\_, and the [Third Party], hereafter referred to as ["the \_\_\_\_\_"] acting pursuant to [the Act of \_\_\_\_\_, (U.S.C. \_\_\_\_\_)], is for the purpose of [providing public non-motorized trails and facilities] on land administered by the Third Party.

WITNESSETH:

WHEREAS, the Legislature under A.R.S. §41-503 has authorized the establishment of the Trails Heritage Fund program, providing funds to the State of Arizona, its political subdivisions and Indian Tribes for acquiring lands and developing non-motorized trails and facilities; and

WHEREAS, the Participant and the [Third Party] desire non-motorized trails and related improvements to be constructed and maintained at various locations throughout Arizona, administered by the [Third Party], \_\_\_\_\_.

NOW, THEREFORE, the parties hereto agree as follows:

### **A. THE PARTICIPANT SHALL:**

1. Either develop facilities, upon application and award of a special use authorization, or provide funds for the [Third Party] to develop trails and related improvement projects by taking all necessary steps to make applications, prepare justification statements, and provide any other information or data required to perfect grant application to the Arizona State Parks Board (ASPB) for non-motorized trail facilities and related improvements at locations administered by the [Third Party].
2. Upon request by the [Third Party,] transfer Trails Heritage Fund grant funds to the [Third Party] for deposit in the [ \_\_\_\_\_ Fund] for the subject facilities. Such grant funds to be expended by the [Third Party] shall pay the cost of including direct overhead expenses approved for non-motorized trails and related improvement development. Each project approved for funding shall be identified by an individual [Collection Agreement] [account].
3. Provide for operation and maintenance of the facilities pursuant to guidelines established in the Grant Participant Agreement for Project No. \_\_\_\_\_ (the Grant Agreement), in the event that the [Third Party] is unable to continue to perform such services.

### **B. THE [THIRD PARTY] SHALL:**

1. Provide [Third Party] land, at \_\_\_\_\_, on which to construct the non-motorized trails and related improvements.

2. Expend funds deposited for the purposes shown in site specific projects which are derived from the Grant Agreement entered into between the Participant, and the State of Arizona through the ASPB.
3. Provide the Participant with quarterly construction progress reports and statements of expenses incurred under this agreement; and on completion of the project, refund any unexpended balance of funds to the Participant.
4. Make available to the Participant for purposes of periodic and final audit or review those records pertaining to approved projects which are required by A.R.S. § 35-214 or other law for audit.
5. Obtain or provide all clearances and permits needed.
6. If funds approved for development by the [Third Party] of facilities described in the Grant Agreement are not sufficient, the [Third Party] shall submit requests to the Participant for modifications to the project to bring the scope of the projects in line with available funds or provide from [Third Party] sources funding for costs in excess of those approved under the projects.
7. Operate and maintain the facilities as public use facilities or related improvements, except as may be directed otherwise by future action of the Congress.
8. Upon the availability of appropriated funds, operate and maintain the facilities for minimum term of \_\_\_\_\_ years. If no longer able to operate and maintain the facilities under any circumstances, notify the Participant as to these circumstances, and offer a special use authorization that will provide the Participant with the opportunity to assume operational and maintenance responsibilities for the remainder of the Term of Public Use AS SET OUT IN THE GRANT AGREEMENT.
9. Have the prerogative at some further date to add to or modify these facilities as may be needed to meet current laws, regulations, or public need. Such changes [may not] be made without Participant participation and shall not be inconsistent with this agreement.
10. Not convert the facilities to other than public recreational use during the term specified in section B.8 (above) without the prior approval of the ASPB. The ASPB shall approve such conversion only if it finds it to be in accord with the most recent federal statute. Conversions shall require the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.
11. The [THIRD PARTY] shall submit A CERTIFIED inspection report every five years to the PARTICIPANT that all terms of this agreement are being performed.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE SAID PARTIES THAT:

1. This agreement is subject to the state and federal statutes and the Grant Participant Agreement which is incorporated by reference in this agreement.
2. Joint meetings shall be held at least annually and more often when necessary, for discussion of matters relating to recommendations for development, administration, and funding needs of trails and facilities. Such meetings will be held at the \_\_\_\_\_ staff levels.
3. The [ \_\_\_\_\_ ] SHALL BE RESPONSIBLE FOR THE APPROVAL AND PREPARATION OF THE PLANS AND [ \_\_\_\_\_ ] SHALL BE RESPONSIBLE FOR THE execution of plans necessary to carry out this agreement. All construction will be carried out to general [Third Party] standards and specifications and applicable provisions of Arizona laws after the Participant, [Third Party,] and the ASPB have reviewed and approved the plans.

4. Subject to all other provisions of this agreement, a) no contribution to the [cooperative] fund herein provided for shall entitle the Participant to any share or interest in the facilities and improvements constructed under this agreement, other than the right to use the same under regulations of the [Third Party]; and b) all improvements shall be the property of the [Third Party].
5. Nothing in this agreement shall be construed as obligating the [Third Party] or the Participant to expend, or as involving the Participant, [Third Party] or the State of Arizona in any contract or other obligation for the future payment of, money in excess of appropriation authorized by law.
6. This agreement may be supplemented or amended IN WRITING at any time by mutual agreement, provided such supplements and amendments have been reviewed and approved by the [Third Party], the Participant, and the ASPB.
7. No member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom unless it is made with a corporation for its general benefit.
8. All parties are put on notice that this agreement is subject to cancellation pursuant to A.R.S. § 38-511. [Provided, that any funds on deposit will be available for expenses incident to closing out the work beyond the period of written notice.]
9. The extension of benefits under the provisions of this agreement shall be without discrimination as to race, color, creed, sex, national origin or disability as defined by applicable state and federal law.
10. Pursuant to A.R.S. §§ 35-214 and 35-215, and Section 41-1279.04, as amended, all books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the State for five years after completion of any project. Such records shall be reproduced as designated by the State of Arizona.
11. Each party, its contractors, or lessees shall be responsible for the protection from damage of all identified cultural resources within the area, which may be affected by its actions, and shall be liable for all damage or injury to the identified cultural resources caused by his actions. Each shall immediately notify the agency project administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred, until it has been authorized by the project administrator, after consultation with the [Third Party] archaeologist, to proceed.
12. This agreement shall become effective WHEN SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates shown below:

[PARTICIPANT]

[THIRD PARTY]

By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_



# PROJECT RATING CRITERIA

**Please limit responses to 100 words or less per question.**

## HOW TO RECEIVE A GRANT

Grants are awarded to projects that best meet the needs identified in the “Arizona Trails 2005 State Motorized and Non-motorized Trails Plan”. This plan is updated every five years based on input from trail users and land managing agencies in Arizona. The Arizona State Parks Board uses the information gathered in the plan to develop criteria for determining which projects will best use the available funds to meet the needs identified by the trail users and managers. Projects are scored based on the criteria and grants are awarded to the projects that score the highest. To give a proposed project the best opportunity to score points, the applicant must understand what elements (scope items) should be included in the project to satisfy a specific criterion. Then the applicant must provide a written response to the criterion describing how the proposed elements satisfy that criterion. If documentation is requested, it must be provided and cited in the narrative to score the maximum points.

Each rating criterion A.1 through D.6 (see pages 30-38) must be addressed individually in the order presented. Read each criterion carefully. Then, explain what has been done to satisfy the requirements of that criterion and describe the documentation provided to support those efforts. It is important to identify specific actions taken. A rating team will score the application based on the responses (description of actions taken or to be taken and supporting documentation) to each of the rating criteria

- ❖ **Points for documentation will only be awarded if the attached information referenced in the narrative that supports specific actions is highlighted or otherwise identified. The rating team will not read the entire referenced document to see if the information is included.**

It is not necessary to provide the entire document if only the referenced section contains pertinent information. Identify referenced documents as “attachments” and include them as a separate section immediately following the narrative section. The required maps and design plans may be referenced and included in the order suggested in the Application Checklist (page 13-14).

- ❖ **If a criterion does not apply to the project, simply identify that criterion by name and write “not applicable.”**

Use caution in deciding that a criterion is not applicable to the proposed project as no points will be awarded to a criterion that has “not applicable” written in place of a narrative.

## Summary of 2008 Trails Heritage Fund RATING CRITERIA

### PLANNING AND LOCAL NEED

MAXIMUM 35 POINTS

#### A. PLANNING

1. Proposed Project Is The Result Of Planning
    - a. Describe the plan 7
    - b. Describe public comment opportunities 21
    - c. Describe the objectives identified in the plan 20
- Maximum Points Allowed 30

#### B. DEMONSTRATE LOCAL NEED

1. Explain How The Need For The Proposed Project Was Identified 5
  2. Provide Evidence Supporting The Identified Need
    - a. Pictures / Maps 15
    - b. Letters 10
    - c. Community support 6
    - d. Statistics, studies, or surveys 10
    - e. Agency decision or memorandum 5
    - f. Regulations 10
- Maximum Points Allowed 30

### STATEWIDE PRIORITIES

MAXIMUM 60 POINTS

#### C. PRIORITY NEEDS

Maximum Points Allowed 50

1. Renovate Trails 50
2. Provide Signage 50
3. Provide Support Facilities 50
4. Protect Access To Trails 50
5. Develop New Trail Opportunities 40
6. Provide Information/Maps 40

#### D. OTHER NEEDS

Maximum Points Allowed 10

1. Reduce Impacts To Cultural/Environmental Resources 4
2. Increase Accessibility For Persons With Physical Limitations 4
3. Encourage Or Coordinate Support From Volunteers 4
4. Interagency Coordination 4
5. Seek Additional Funding Sources 4
6. Educate Users On Trail Etiquette 4

### E. ADMINISTRATIVE COMPLIANCE

MAXIMUM 5 POINTS

1. Administrative Performance 2
2. Post-Completion Compliance 1
3. Workshop Attendance 2

**TOTAL MAXIMUM POINTS 100**

## TRAILS HERITAGE FUND RATING CRITERIA

### PLANNING AND DEMONSTRATE LOCAL NEED

**35 MAXIMUM POINTS ALLOWED**

The goal of the Arizona State Parks motorized and non-motorized trails grant programs is to award funding to projects that meet the needs identified in the Arizona Trails 2005 Statewide Motorized and Non-motorized Trails Plan. A project should be designed to accomplish the objectives of the project sponsor and/or respond to user demand. In this section the applicant must establish that the proposed project addresses a need identified in a plan and/or is the result of public demand.

This section contains two parts: Planning and Demonstrated Need. A total of thirty (30) points is allowed in each part. There are more ways to score points (more points available) than are allowed in each part. This scoring strategy reflects the understanding that applicants have differing levels of resources available for planning and that need may be demonstrated in a variety of ways. A maximum total of thirty-five (35) points will be counted in this section toward the application's overall score. An applicant must show a combination of planning and demonstrated need to obtain thirty-five points. The applicant must evaluate the resources available to them and respond to enough criteria, if possible, to score the maximum points (35) allowed in the section. The applicant is not expected, nor should they attempt to respond to every criterion in this section.

#### A. PLANNING

**MAXIMUM 30 POINTS**

The applicant must evaluate the resources available to them and respond to enough criteria to score the maximum points (30) allowed in this part. The applicant is not expected to respond to every criterion in this section if points are not needed to achieve the maximum available.

The application will be scored based on the relevance of the written response to each criterion and documentation provided. Responses should be brief (100 words or less) and to the point. To be considered "relevant" a response must clearly and directly address the criterion, the proposed project, and the plan being described and provide the requested documentation.

Arrange your responses in the following order and attach referenced documents at the end of this section. Be sure documents are labeled with the letter of the criterion they apply to, i.e., "1.a", "1.b", or "1.c".

- 1. In this section the applicant must establish that the proposed project is the result of a plan. Plans are created to identify objectives and provide direction in carrying out those objectives. Public input is considered an important ingredient in creating this plan.**
- a. DESCRIBE THE PLAN THAT RELATES TO THIS APPLICATION    0 or 7 points**  
Briefly describe the approved plan that specifically identifies the applicant's responsibility to provide the uses, facilities, or deliverables being proposed in this grant application. A relevant response will explain why this project is moving forward at this time.

**PROVIDE AND HIGHLIGHT COPIES OF RELEVANT PAGES OF THE PLAN**  
Provide a copy of the cover page for this plan, table of contents (if available), and pages referenced in the response. Text referenced in the response must be **HIGHLIGHTED** on pages provided.

*Seven (7) points will be awarded for a relevant response with requested documentation.*

- b. LIST AND DESCRIBE PUBLIC COMMENT OPPORTUNITIES** Up to 21 points  
List and describe the opportunities the public had to comment during the development of the plan described in “1.a” or any pertinent amendments to that plan. This should include opportunities to review the plan and avenues for response. (100 words or less per opportunity)

**PROVIDE COPIES OF PUBLIC COMMENT OPPORTUNITIES**

Provide copies of public notices, agendas, or invitations to open forums alerting the public to these opportunities. One document may list multiple opportunities and will score accordingly. NOTE: A plan will not be considered “approved” without an opportunity for public comment. Therefore, if at least one opportunity cannot be documented the plan will not be accepted.

*Three (3) points will be awarded for each opportunity described with requested documentation.*

- c. LIST AND DESCRIBE THE OBJECTIVES IDENTIFIED IN THE PLAN** Up to 20 points  
List the relevant objectives identified in the plan described in “1.a” and briefly describe how each of the uses, facilities, or deliverables being proposed in this grant application furthers those objectives. (100 words or less per objective)

**PROVIDE PAGES FROM PLAN AND HIGHLIGHT RELEVANT OBJECTIVES**

Provide a copy of the pages from the plan that identify the relevant objectives. Text referenced in the response must be highlighted on the pages provided.

*Five (5) points will be awarded for each relevant objective described with highlighted documentation.*

**B. LOCAL NEED**

**MAXIMUM 30 POINTS**

The applicant must evaluate the resources available to them and respond to enough criteria to score the maximum points (30) allowed in this part. The applicant is not expected to respond to every criterion in this section if points are not needed to achieve the maximum available.

This section will allow the applicant to score points if the project IS NOT the result of an approved plan. **The response to question #2 will not be scored if the applicant received points for question #1.** Responses and documentation provided for question #3 will be scored for all applicants.

The application will be scored based on the relevance of the written response to each criterion and documentation provided. Responses should be brief (100 words or less) and to the point. To be considered “relevant” a response must clearly and directly address the criterion, the proposed project, and the plan being described and provide the requested documentation.

- 1. EXPLAIN briefly how the need for the uses, facilities, or deliverables being proposed in this grant application was identified.** **0 or 5 points**

*Five (5) points will be awarded for a relevant response. NOTE: These points will only be awarded if an approved plan was not described in question #1 in the Planning section.*

- 2. PROVIDE evidence supporting the need. This may include, but is not limited to: pictures of existing use or misuse, letters from individuals or user groups, news articles, survey results, or statistics. Evidence that is not specifically listed below may be submitted in the most appropriate category. You must provide the evidence, not just refer to it in your explanation.**

NOTE: Each article of evidence must include a brief explanation of how it supports the need for the proposed project or a specific component of the project. To provide a “relevant explanation” the response must directly tie the evidence to the project component and the component must be a cost incurred in the proposed project.

- a. PICTURES / MAPS** **Up to 15 points**

Pictures and maps may be used to depict the need for a specific component of the proposed project. A combination of maps and pictures can be used to identify the location of existing conditions within the project area that will be addressed in this project. A map may be used to illustrate the need for connector trails, new trails, or the location of other support facilities. Pictures would further explain the situation. Pictures must be identified by the approximate date they were taken, location in the project area, and component of project being depicted. NOTE: Pictures must be submitted in 4" x 6" layout format. Digital photos must be printed on photo quality paper.

*Five (5) points will be awarded for each project component appropriately depicted and explained.*

- b. LETTERS** **Up to 10 points**

The purpose of a letter used to meet this criterion must be to alert the project sponsor to a specific need or needs included in the scope of the project. The letters must have been written far enough in the past to be part of the consideration in developing the proposed project. Letters supporting a proposed project do not qualify. If it is not obvious from the letter, an explanation must be provided to tie the letter to the proposed project, i.e. if the letter mentions a specific location, the explanation must identify that location within the project area.

*Two (2) points will be awarded for each letter with appropriate content from an individual. Individuals may not be a member of a group that has submitted a letter. Four (4) points will be awarded for each letter with appropriate content from a group representing at least ten members. Letters from a group must be submitted on the group's letterhead and include the signature of an authorized representative of the group and the size of group's membership. (maximum 10 points for all letters combined)*

**c. COMMUNITY CONCERN**

**Up to 6 points**

Expressions of community concern can include any actions or publicity at the community level specific to the project or its potential impact. For example, a newspaper article or public comment documented in the minutes of a public meeting which identifies a condition addressed by the proposed project, OR, documented actions of a user or special interest group to identify or mitigate a situation being addressed by the proposed project. A brief written explanation is required to tie the evidence to the proposed project.

*Three (3) points will be awarded for each appropriate response.*

**d. STATISTICS, STUDIES, OR SURVEY**

**Up to 10 points**

The statistics, study, or survey must have been commissioned or conducted by the applicant or an interested group and be specific to the project in this grant application. Results from these sources must support the need for this project. A brief explanation must connect the documentation to the project.

*Five (5) points will be awarded for each source with each appropriate explanation.*

**e. AGENCY DECISION OR MEMORANDUM**

**0 or 5 points**

An agency decision or memorandum may officially approve or require the project specific work as a result of meetings or discussions. This must be a **document that stimulates the initiation of this project** and is not the applicant's resolution required for this application. The date on this document should be well in advance of the application deadline.

*Five (5) points will be awarded for a document with an appropriate explanation.*

**f. REGULATIONS**

**Up to 10 points**

Regulations may require a specific action be taken as a component of this grant application. Provide a copy of the regulation and briefly explain how it is being met through the proposed project. General NEPA compliance is a result of initiating the project, not a reason to initiate it. However, if a scope item in the project is designed to specifically address any of the requirements of the NEPA process, that requirement must be identified and an explanation provided as to how the chosen actions satisfy that requirement.

*Five (5) points will be awarded for each appropriate explanation.*

The criteria in this section are used to measure the relationship of this project to the statewide recommendations outlined in Chapter 4 of the *ARIZONA TRAILS 2005: Statewide Motorized and Non-motorized Trails Plan* (State Trails Plan). A maximum of sixty (60) points can be scored in this section.

**PRIORITY NEEDS:** Criteria C.1-C.6 are based on the recommendations in the State Trails Plan. Up to fifty (50) points in this section are awarded according to the ratio of eligible costs appropriate to each criterion compared to the total project cost less proposed pre-agreement and design and engineering costs. Projects that are designed primarily to meet the first level priority recommendations (criteria C.1-C.4) will score better than projects that are meeting other priority recommendations (criteria C.5-C.6). Projects that propose to spend at least 80% of the total project costs on the first level priority scope items will score all fifty available points. Other projects will score less than the fifty available points proportionately to the costs expended other scope items. A table showing the allocation of points is provided following this section.

The applicant must divide the project costs into “scope items”. A scope item may consist of several components. The scope items must be titled to match the equivalent criteria and all eligible costs associated with that scope item will determine the total cost. SCOPE ITEM COST BREAKDOWN sheets are available in the application manual or in Word format from the grant coordinator. Read the definition provided in each criterion to determine what costs may be eligible for that scope item. Contact the State Parks grant coordinator when in doubt.

The application will be scored based on the appropriateness of the written response to each criterion C.1-C.6 and the SCOPE ITEM COST BREAKDOWN sheets provided. Responses should be brief (100 words or less) and to the point. Arrange your response in the following order and attach the cost sheets at the end of this section. To be considered “relevant” a response must clearly and directly address the criterion and the proposed component of the project being examined.

**OTHER NEEDS:** Criteria D.1-D.6 ask the applicant to describe the efforts they have made in planning this project or will make during the development of the project to address some of the concerns described by participants in the surveys conducted to develop the State Trails Plan. The applicant has multiple opportunities to score the maximum ten (10) points available in this part.

**NOTE:** The following tie-breaker procedure will be used if two or more projects score the same total points and funds are not available to fully fund all projects. Project will be ranked based on the greatest percentage of total project dollars proposed to be spent on scope items C.1 – C.4.



## C. PRIORITY NEEDS

### 1. RENOVATE TRAILS

UP TO 50 POINTS

Renovation is defined as the redesign, reconstruction, non-routine maintenance, or relocation of recreational trails to benefit the natural environment or to mitigate and minimize the impact on the natural environment. Other reasons for renovation may include erosion and deterioration, improper original alignment, improper design, safety-related issues due to hazardous conditions, and natural disasters. Mitigation of environmental impacts or trail obliteration may require re-vegetation.

- \* Re-vegetation is defined as the process of returning terrain to its natural state. This can include repair and conditioning of the ground; boxing and transplanting native trees, bushes, shrubs, and cacti; and the purchase and use of native grass and flower seed. Temporary watering may be provided, but natural habitat should not require permanent irrigation.

Installation of bridges, culverts, cattle guards, gates, etc. on an existing trail are considered renovations. When included in new trail construction, they are new trail costs. This definition of renovation does not include improvements to support facilities (trailheads, parking areas, fencing at trailheads, restrooms, etc.).

- a. **PROVIDE** a brief explanation how the proposed components in this scope item meet the definition provided.
- b. **ITEMIZE** on the SCOPE ITEM COST BREAKDOWN sheet the components of this project that meet the renovation definition and total the estimated costs.

### 2. PROVIDE SIGNAGE

UP TO 50 POINTS

Trail signage includes any size and style of sign installed along a trail corridor or at a trailhead that provides information in any of the following area:

- information about a trail such as the name/number, trail manager, difficulty, UTAP assessment, allowed uses, direction/distance, health benefits
- trail etiquette (yielding to other users, picking up waste)
- personal safety (hazardous trail conditions, environmental/weather cautions, creatures, health warnings)
- environmental protection (staying on the trail, pack it out)
- interpretation of cultural/historic/prehistoric sites, flora, fauna, or physical features

Large signs such as kiosks or bulletin boards are support facilities and must be included in criterion #7.

- a. **PROVIDE** a brief summary of the types of signs proposed and the messages they will convey.
- b. **ITEMIZE** on the SCOPE ITEM COST BREAKDOWN sheet all estimated costs associated with the design, fabrication, and installation of signs.

### **3. PROVIDE SUPPORT FACILITIES**

**UP TO 50 POINTS**

Support facilities include, but are not limited to; parking areas, restrooms, kiosk / bulletin board, roadside signage, water (human and /or equine), hitching rails, bicycle racks, fencing, motorized access barriers, and trash receptacles.

**ITEMIZE** on the SCOPE ITEM COST BREAKDOWN sheet all estimated costs associated with the support facilities.

### **4. PROTECT ACCESS TO TRAILS**

**UP TO 50 POINTS**

Points will be given if this project includes acquisition such as purchasing land, leases, rights of way, and easements to secure trail corridors and access to existing or proposed trails.

**PREPARE** the ACQUISITION COST BREAKDOWN sheet including all eligible costs associated with the acquisition. A parcel map is required.

### **5. DEVELOP NEW TRAILS OR TRAIL OPPORTUNITIES**

**UP TO 40 POINTS**

New trail is trail across any ground (or along a water route) where existing travel has not been established. A new opportunity occurs when an existing trail is opened or renovated to provide for new uses, such as bring a trail up to A.D.A. standards for use by a group of people who could not previously use the trail. Signing or acknowledging an existing route that has not previously been acknowledged with or without trail improvements meets this requirement. Signage and support facility costs must be included in criterion #C.2 & #C.3 respectively.

Installation of bridges, culverts, cattle guards, gates, etc. on a new trail is new development. Often, a new trail route will use portions of an existing route. Any improvements made to an existing route (designated or not) are considered renovations.

- a. **PROVIDE** a brief summary explaining the new opportunities created.
- b. **ITEMIZE** on the SCOPE ITEM COST BREAKDOWN sheet all estimated costs associated with new trail development.

### **6. PROVIDE TRAIL INFORMATION / MAPS**

**UP TO 40 POINTS**

Trail users want up-to-date maps and information about trails. Eligible costs include: developing a trails link or updating a website to include information about non-motorized trails; updating and producing a map; gathering Global Positioning System information that results in an updated map or website; or conducting a UTAP assessment that results in signage or updated brochure. NOTE: Sponsors of trails in the State Trails System are expected to provide updated information to the State Trail Coordinator when it is available.

- a. **PROVIDE** a brief summary explaining how the costs incurred in this scope item will result in information or maps available to the public.
- b. **ITEMIZE** on the SCOPE ITEM COST BREAKDOWN sheet all estimated costs associated with gathering and distributing updated trail information.

## TRAILS

<b>% of total proj cost</b>	<b>first level priority pts Criteria C.1- C.4</b>	<b>% of total proj cost</b>	<b>second level priority pts Criteria C.5- C.6</b>
100	50	0	0
95	48	5	2
90	45	10	5
85	43	15	7
80	40	20	10
75	37	25	12
70	35	30	13
65	33	35	14
60	30	40	16
55	27	45	18
50	25	50	20
45	22	55	22
40	20	60	24
35	17	65	26
30	15	70	28
25	13	75	30
20	10	80	32
15	7	85	34
10	5	90	36
5	3	95	38
0	0	100	40

This chart shows how points will be awarded in the grant rating process based on how project dollars are allocated to specific project scope items. More points are available to scope items that address the areas identified as high priority in the "Arizona Trails 2005 – Statewide Motorized and Nonmotorized Trails Plan."

Points will be awarded for percentages that fall between the listed percentages, i.e. costs for a first level priority scope item that equals at least 57% of the total project cost will receive 28 points. Total costs for all scope items within the same priority level will be added together to determine the percentage of total project costs and points eligible for that priority level.

A project that does not include any first level priority costs cannot receive more than 40 points.

## D. OTHER NEEDS

UP TO 10 POINTS

The applicant is not expected, nor should they attempt to respond to every criterion in this part. The application will be scored based on the appropriateness of the written response to each criterion. Responses should be brief (100 words or less) and to the point. To be considered “relevant” a response must clearly and directly address the criterion and the specific action taken or to be taken relative to the proposed project in this application.

**Each criterion is worth four (4) points.**

### 1. REDUCE IMPACTS TO CULTURAL/ENVIRONMENTAL RESOURCES

**DESCRIBE** the actions taken as part of this project that will reduce the impact of the project or its uses on the immediate cultural or environmental resources.

### 2. INCREASE ACCESSIBILITY FOR PERSONS WITH PHYSICAL LIMITATIONS

**DESCRIBE** the actions taken as part of this project that will increase accessibility to any component of this project to persons with physical limitations.

### 3. ENCOURAGE OR COORDINATE SUPPORT FROM VOLUNTEERS

**DESCRIBE** the actions taken as part of this project to facilitate volunteer help.

### 4. INTERAGENCY COORDINATION

**DESCRIBE** the actions taken as part of this project that required cooperation with another agency. (For this response, an agency is a private or governmental entity that may share similar goals, objectives, or resources.)

### 5. SEEK ADDITIONAL FUNDING SOURCES

**IDENTIFY** a source of funds used for this project (other than this grant and any funds normally available to you for this type of project) and **EXPLAIN** how the funds were acquired.

### 6. EDUCATE USERS ON TRAIL ETIQUETTE AND ENVIRONMENTAL PROTECTION

**DESCRIBE** the actions taken as part of this project to educate trail users on trail etiquette and environmental protection.

## **E. ADMINISTRATIVE COMPLIANCE**

**5 MAXIMUM POINTS**

This section will be completed by staff based on the applicant's past history with Arizona State Parks grants programs.

### **1. Administrative Performance**

**0 to 2 points**

This category is for applicants who have had a Trails Heritage Fund grant in the past three (3) years. One (1) point will be awarded based on the timely submission of quarterly reports. One (1) point will be awarded based on completion of the project within the original (2 or 3-year) project period.

Applicants who have not had an active Trails Heritage Fund grant project in the past three (3) years will receive the two (2) points.

### **2. Post-Completion Compliance**

**1 point**

This category is for applicants who have a closed Trails Heritage Fund project in which the Term of Public Use is still active. One (1) point will be awarded for the participant's compliance with the post-completion self-certification process or if compliance has not been requested.

### **3. Workshop Attendance**

**0 or 2 points**

All applicants are expected to attend the annual grant workshop for the current grant cycle. Signing the attendance sheet and remaining for at least half of the presentation verifies attendance. The applicant may be represented at the workshop by:

- a representative of their agency or non-profit group;
- a representative of a third party partner (by MOU and listed on the application);
- OR
- a representative of a volunteer group that will be directly involved with the development of the project.

# ADDITIONAL REQUIRED FORMS



**Arizona State Parks Board**  
**ASSURANCE OF COMPLIANCE**  
**Title II, Americans with Disabilities Act of 1990**  
**P.L. 101-336, 42 U.S.C. Chapter 126**

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(Name of Applicant-Recipient)

THE UNDERSIGNED ACKNOWLEDGES AWARENESS OF AND THE  
RESPONSIBILITY TO COMPLY WITH THE FOLLOWING:

Title II, of the Americans with Disabilities Act, ("ADA") and federal department  
regulations on its implementation.

It is understood that recipients of Trails Heritage Funds are required to comply with  
Title II of the ADA and those regulations of federal departments and agencies on its  
implementation. The ADA and federal department regulations mandate that: No  
qualified individual with a disability shall, on the basis of disability, be excluded from  
participation in or be denied the benefits of the services, programs or activities of a  
public entity, or be subjected to discrimination by any public entity. See 28 CFR Part  
35.

This assurance is effective as of the date of state approval of funds and throughout the  
period during which real or personal property is used.

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Signature of Authorized Agent

Date

---

Applicant-Recipient

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Applicant-Recipient's Mailing Address

# STATE HISTORIC PRESERVATION OFFICE REVIEW FORM

The State Historic Preservation Office (SHPO) must review each grant application recommended for funding in order to determine the effect, if any, a proposed project may have on archaeological or cultural resources. To assist the SHPO in this review, the applicant is required to submit the following information with each application for funding assistance:

1. A completed copy of this form, and
2. Any maps relative to this project (7.5' USGS maps are preferred), and
3. A copy of the cultural resources survey report if a survey of the property has been conducted, and
4. A copy of any comments of the land managing agency / landowner (i.e., state, federal, county, municipal) on potential impacts of the project on historic properties. NOTE: If a federal agency is involved, the agency must consult with SHPO pursuant to the National Historic Preservation Act (NHPA); a state agency must consult with SHPO pursuant to the State Historic Preservation Act (SHPA),  
**OR**
5. A copy of SHPO comments if the survey report has already been reviewed by SHPO.

Grant Program: \_\_\_\_\_ Project Title: \_\_\_\_\_

Applicant Name and Address: \_\_\_\_\_

Current Land Owner / Manager(s): \_\_\_\_\_

Project Location -- including Township, Range and Section: \_\_\_\_\_

## Please answer the following:

1. Total project area in acres (or total miles if trail): \_\_\_\_\_
2. Does the proposed project have the potential to disturb the surface and/or subsurface of the ground? \_\_\_\_\_YES \_\_\_\_\_NO
3. Please provide a brief description of the proposed project and specifically identify any surface or subsurface impacts that are expected. Attach extra sheets if more space is needed.



4. Describe the condition of the current ground surface within the entire project boundary area (for example, is the ground in a natural undisturbed condition, or has it been bladed, paved, graded, etc.). Estimate horizontal and vertical extent of existing disturbance. Attach extra sheets if more space is needed. Attach photos of project area to document condition.

5. Are there any known prehistoric and/or historic archaeological sites in or near the project area? \_\_\_\_\_YES \_\_\_\_\_NO

6. Has the project area been previously surveyed for cultural resources by a qualified archaeologist? \_\_\_\_\_YES \_\_\_\_\_NO \_\_\_\_\_UNKNOWN

**If yes, please submit a copy of the survey report. Please attach any comments on the survey report made by the land managing agency and/or SHPO.**

7. Are there any buildings or structures (including mines, bridges, dams, canals, etc.) which are 50 years or older in or adjacent to the project area? \_\_\_\_\_YES \_\_\_\_\_NO

If YES, complete an Arizona Historic Property Inventory Form for each building or structure, attach it to this form, and submit it with your application.

8. Is your project area within or near a historic district? \_\_\_\_\_YES \_\_\_\_\_NO

If YES, name of district \_\_\_\_\_

**Please sign on the line below certifying all information provided for this application is accurate, to the best of your knowledge.**

\_\_\_\_\_/\_\_\_\_\_  
Applicant Signature /Date Applicant Printed Name  
Phone Number \_\_\_\_\_

### FOR SHPO USE ONLY

SHPO Recommendation:

\_\_\_\_\_ Funding this project will not affect historic properties

\_\_\_\_\_ Survey necessary – further GRANTS/SHPO consultation required (*grant funds will not be released until consultation has been completed* )

\_\_\_\_\_ Cultural resources present – further GRANTS/SHPO consultation required (*grant funds will not be released until consultation has been completed*)

SHPO Comments:

For State Historic Preservation Office

Date

**STATE OF ARIZONA****HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property.

**PROPERTY IDENTIFICATION**

For Properties identified through survey: Site No. \_\_\_\_\_ Survey Area \_\_\_\_\_  
Historic Name(s) \_\_\_\_\_

(Enter the name(s), if any, that best reflects the property's historic importance.)

Address \_\_\_\_\_

City or Town \_\_\_\_\_ ☐ vicinity County \_\_\_\_\_ Tax Parcel No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ Quarters \_\_\_\_\_ Acreage \_\_\_\_\_

Block \_\_\_\_\_ Lot(s) \_\_\_\_\_ Plat (Addition) \_\_\_\_\_ Year of plat (addition) \_\_\_\_\_

UTM reference: Zone \_\_\_\_\_ Easting \_\_\_\_\_ Northing \_\_\_\_\_

USGS 7.5' quadrangle map: \_\_\_\_\_

ARCHITECT \_\_\_\_\_ ☐ not determined ☐ known Source \_\_\_\_\_

BUILDER \_\_\_\_\_ ☐ not determined ☐ known Source \_\_\_\_\_

CONSTRUCTION DATE \_\_\_\_\_ ☐ known ☐ estimated Source \_\_\_\_\_

**STRUCTURAL CONDITION**

☐ Good (well maintained; no serious problems apparent)

☐ Fair (some problems apparent) Describe: \_\_\_\_\_

\_\_\_\_\_

☐ Poor (major problems; imminent threat) Describe: \_\_\_\_\_

\_\_\_\_\_

☐ Ruin/Uninhabitable

**USES/FUNCTIONS**

Describe how the property has been used over time,  
beginning with the original use.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sources \_\_\_\_\_

\_\_\_\_\_

**PHOTO INFORMATION**

Date of photo \_\_\_\_\_

View Direction (looking towards) \_\_\_\_\_

\_\_\_\_\_

Negative No. \_\_\_\_\_

Attach a recent photograph of property in this space.  
Additional photos may be appended.

## SIGNIFICANCE

*To be eligible for the National Register, a property must represent an important part of the history or architecture of an area. The significance of a property is evaluated within its historic context, which are those patterns, themes, or trends in history by which a property occurred or gained importance. Describe the historic and architectural contexts of the property that may make it worthy of preservation.*

A. HISTORIC EVENTS/TRENDS. Describe any historic events/trends associated with the property \_\_\_\_\_

B. PERSONS. List and describe persons with an important association with the building \_\_\_\_\_

C. ARCHITECTURE. Style \_\_\_\_\_ no  
style ☐

Stories \_\_\_\_\_ . Basement \_\_\_\_\_ Roof form \_\_\_\_\_

Describe other character-defining features of its massing, size, and scale \_\_\_\_\_

## INTEGRITY

*To be eligible for the National Register, a property must have integrity, i.e., it must be able to visually convey its importance. The outline below lists some important aspects of integrity. Fill in the blanks with as detailed a description of the property as possible.*

LOCATION ☐ Original site ☐ Moved: date \_\_\_\_\_ original site \_\_\_\_\_

DESIGN. Describe alterations from the original design, including dates \_\_\_\_\_

MATERIALS. Describe the materials used in the following elements of the property.

Walls (structure) \_\_\_\_\_ Walls (sheathing) \_\_\_\_\_

Windows \_\_\_\_\_

Roof \_\_\_\_\_ Foundation \_\_\_\_\_

SETTING. Describe the natural and/or built environment around the property \_\_\_\_\_

How has the environment changed since the property was constructed? \_\_\_\_\_

WORKMANSHIP. Describe the distinctive elements, if any, of craftsmanship or method of construction \_\_\_\_\_

## NATIONAL REGISTER STATUS (if listed, check the appropriate box)

☐ Individually Listed; ☐ Contributor ☐ Noncontributor to \_\_\_\_\_ Historic District

Date Listed \_\_\_\_\_ ☐ Determined eligible by Keeper of National Register (date \_\_\_\_\_)

## RECOMMENDATIONS ON NATIONAL REGISTER ELIGIBILITY (opinion of SHPO staff or survey consultant)

Property ☐ is ☐ is not eligible individually.

Property ☐ is ☐ is not eligible as a contributor to a listed or potential historic district.

☐ More information needed to evaluate.

If not considered eligible, state reason: \_\_\_\_\_

# **PROJECT BUDGET FORMS**

## **COMPLETING THE BUDGET FORMS**

The following pages are required as part of the application packet. The forms and instructions are on the following pages and may be reproduced.

# INSTRUCTIONS FOR COMPLETING THE ESTIMATED PROJECT COST SHEET

*The Estimated Project Cost Sheet is on the following page.*

**Project Title** Enter the title of the proposed project as it appears on line 8 of the Certified Grant Application Form.

## Acquisition Project Costs

- Parcels to be acquired should be listed separately with the highest priority parcels appearing at the top of the list. **The prioritization of parcels is important. During the project review process staff may recommend deleting a parcel from the project. Items at the bottom of the list are usually considered for deletion first.**
- In the “CASH/IN-KIND MATCH” column indicate the amount of the participant’s matching funds to be applied to each parcel.
- In the “VALUE OF DONATION” column indicate the amount of the donation to the project (must be from an outside source).
- In the “GRANT REQUEST” column indicate the amount of grant funds being requested to purchase each parcel. The total of these two columns represents the anticipated cost of each parcel.
- In the “TOTAL PARCEL COST” column enter the anticipated cost of each parcel.
- Enter the total for all Parcels.

## Development/Equipment Project Costs

- List each scope item as identified on a Scope Item Cost Breakdown. Highest priority scope items should appear at the top of the list. **The prioritization of scope items is important. During the project review process staff may recommend deleting specific scope items from the project. Items at the bottom of the list are usually considered for deletion first.**
- In the “CASH/IN-KIND MATCH” column indicate the amount of the participant’s matching funds to be applied to each scope item.
- In the “VALUE OF DONATION” column indicate the amount of the donation to the project (must be from an outside source).
- Enter to the total of matching funds and donations into the “TOTAL MATCHING & DONATIONS” field.
- In the “GRANT REQUEST” column indicate the amount of grant funds being requested for each scope item.
- Enter the total of grant requests into the “TOTAL REQUESTED GRANT FUNDS”.
- Enter the totals into the “TOTAL ITEM COST”.
- Enter the totals for “TOTAL ITEM COST” in the “TOTAL DEVELOPMENT / EQUIPMENT COSTS” field.

## Pre-Agreement/Design & Engineering Costs

- Enter the total of all design and engineering costs as identified on the Pre-Agreement/Design & Engineering (P/D&E) Costs Breakdown Sheet in the specified area (page 58).
- In the “CASH/IN-KIND MATCH” column indicate the amount of the participant’s matching funds to be applied to P/D&E costs.
- In the “VALUE OF DONATION” column indicate the amount of the donation to the project.
- In the “GRANT REQUEST” column indicate the amount of grant funds being requested for P/D&E costs. The total of these columns represents the anticipated cost for all design and engineering.

- Enter the totals for matching and donation and requested grant funds and the Total Pre-Agreement/D&E Costs. Enter the totals for all matching and requested grant funds in the Total Development/Equipment Costs field.

## ESTIMATED PROJECT COST SHEET

**Project Title:** \_\_\_\_\_

ACQUISITION PROJECT COSTS				
PARCEL NUMBER	CASH / VALUE OF IN-KIND MATCH	VALUE OF DONATION	REQUESTED GRANT AMOUNT	TOTAL PARCEL COST
TOTAL MATCH & DONATIONS				
TOTAL REQUESTED GRANT FUNDS				
TOTAL COSTS OF ALL ACQUISITIONS				

DEVELOPMENT / EQUIPMENT PROJECT COSTS				
SCOPE ITEM	CASH OR VALUE OF IN- KIND MATCH	VALUE OF DONATION	REQUESTED GRANT AMOUNT	TOTAL ITEM COST
PRE-AGREEMENT / DESIGN & ENGINEERING COSTS				
TOTAL MATCH & DONATIONS				
TOTAL REQUESTED GRANT FUNDS				
TOTAL DEVELOPMENT / EQUIPMENT COSTS				

<b>Total Cost of All Acquisitions</b>		\$	
<b>Total Development/Equipment Costs</b>	+	\$	
<b>Total Project Cost</b>	=	\$	
<b>Match Amount Certified by the Resolution</b>	-	\$	
<b>Grant Request</b>	=	\$	

Enter the Total Project Cost, Match Amount, and Grant Request on the Certified Grant Application Form on page 16.

## ACQUISITIONS COST BREAKDOWN

If your project does not include acquisition, this form is not needed.

PARCEL #	ACRES	ANTICIPATED DATE OF ACQUISITION	ESTIMATED COST	APPRAISAL & RELATED FEES	TOTAL COST OF PARCEL	*P/D
			\$	\$	\$	

\* Indicates Method of Acquisition: P= Negotiated Purchase      D= Donation

Complete the **Acquisition Cost Breakdown** identifying each parcel to be acquired. Total acreage involved should be noted, as well as the anticipated date of acquisition. In the column on the far right of the breakdown, indicate whether the parcel is being purchased (P) or donated (D).

## SCOPE ITEM COST BREAKDOWN

A separate cost breakdown must be submitted for each scope item.

**SCOPE ITEM:** \_\_\_\_\_

COMPONENTS OF SCOPE ITEM	MATERIAL # of Units OR ----- LABOR # of Hours	MATERIAL Unit Cost OR ----- LABOR Hourly Rate	Total Component Cost
TOTAL COST OF THIS SCOPE ITEM			

A **Scope Item Cost Breakdown** must be completed for each component of the project. As accurately as possible, develop cost estimates based on the anticipated costs of completing that scope item. Estimates should reflect realistic prices anticipated at the time the work will be done. Break down each scope item into materials and labor components as applicable. Work that will be done as part of one contract must be broken down and costs shown for each component of the project under the contract.

- ❖ **Contingency costs should be included within the cost of the scope item, not listed as a separate component.**



## PRE-AGREEMENT/DESIGN & ENGINEERING COSTS BREAKDOWN SHEET

**YOU MUST SUBMIT THIS SHEET IF D&E COSTS ARE BEING REQUESTED.**

**To help you determine your pre-agreement/design & engineering costs, instructions and a worksheet are on pages 53-54.**

COMPONENTS OF PRE-AGREEMENT AND DESIGN & ENGINEERING COSTS	MATERIAL # of Units OR ----- LABOR # of Hours	MATERIAL Unit Cost OR ----- LABOR Hourly Rate	Total Component Cost
		\$	\$
<b>TOTAL ESTIMATED PRE-AGREEMENT / D&amp;E COSTS</b>			\$
*This amount may not exceed 10% of the requested grant amount. Enter this amount on the Estimated Project Cost Sheet (page 48)			

- ❖ **Pre-agreement / Design & Engineering Costs (P/D&E) costs are limited to 10% of the grant amount and are optional scope items.**

These costs may be incurred up to three years prior to the application due date or after a grant is awarded and the participant agreement is executed. They must be specific to this project and may include site planning, feasibility studies, design, construction drawings and specifications, and similar items. The applicant must adhere to local rules and regulations as well as Arizona State Law in using qualified personnel to prepare final plans and specifications for the proposed development.

- ❖ **Grant application preparation and grant administration costs are not eligible scope items and must not be included with other pre-agreement or design and engineering costs.**
- ❖ **Contingency costs should be included within the cost of the scope item, not listed as a separate component.**

***\*NOTE:** To enable available funds to be used for work directly benefiting the recreational user, ASP staff may not recommend design and engineering costs for funding. If approved, design and engineering costs cannot exceed 10% of the grant amount.*

A cultural resources survey, including information regarding archaeological and other properties, is an eligible cost item which applicants may choose to include in the scope of work. Arizona State Parks may require that grant applicants conduct further work such as testing or mitigation of cultural resources before grant funds will be released, and such activities are the responsibility of the applicant. Activities such as testing and mitigation of cultural resources are not eligible for grant funds and may not be counted as match toward the project.

Phase I Environmental Assessments are eligible for inclusion as a cost item in the scope of work. Any additional work required to receive environmental clearances is the responsibility of the applicant and is not eligible for grant funds or as match counted toward the project.

If the amount of P/D&E being requested is clearly less than 10% of the requested grant amount, simply complete the **Pre-agreement/Design & Engineering Costs Breakdown Sheet**. As accurately as possible, develop cost estimates based on the anticipated costs of completing that component of the pre-agreement and/or design and engineering cost. Estimates should reflect realistic prices anticipated at the time of purchase or development. Break down each component into materials and labor costs as applicable.

Contingency costs should be included within the cost of the scope item, not listed as a separate component.

If it is anticipated that P/D&E costs will be charged to the project, please refer to the **Instructions for Pre-agreement/Design & Engineering Costs Worksheet** (page 53).

Once all of the Scope Item Cost Breakdowns are completed, the Estimated Project Cost Sheet (page 48) can be completed. The amounts entered on the Estimated Project Cost Sheet **must** correspond to the amounts entered on the Certified Application Form, Resolution/ Authority to Apply, Acquisition Costs Breakdown, Scope Item Cost Breakdowns, and Pre-Agreement/Design & Engineering Costs Breakdown.

## INSTRUCTIONS FOR PRE-AGREEMENT/ DESIGN & ENGINEERING COSTS WORKSHEET

**Pre-agreement/Design & Engineering Costs (P/D&E)** is an optional scope item. These costs may be incurred up to three years prior to the application date or after a grant is awarded and the participant agreement is executed. They must be specific to this project and may include site planning, feasibility studies, design, construction drawings and specifications, and similar items. They are limited to 10% of the awarded grant amount. A portion of the P/D&E costs may be covered by the applicant through donations or in-kind services which can be counted as matching funds. The 10% limitation still applies if donations are used. Or, the entire cost may be requested as grant funds.

The purpose of the Pre-Agreement/Design & Engineering Costs Worksheet is to help the applicant determine if the requested amount of P/D&E costs are equal to or less than 10% percent of the requested grant amount. The worksheet can only be completed when all other project costs have been estimated. In other words, based on the estimated total project cost without P/D&E costs included and the amount of matching funds available, the applicant will be determining the maximum amount of P/D&E costs that can be included in the total project cost.

*If Pre-agreement/Design & Engineering costs are not going to be included in the total project cost, it is not necessary to complete this worksheet. Enter zero (0) on the Estimated Project Cost Sheet. If the amount is clearly less than 10% of the requested grant amount, simply complete the Pre-agreement/Design & Engineering Costs Breakdown Sheet. Otherwise, please continue.*

1. Enter the anticipated eligible costs in the top portion of the worksheet. The TOTAL ESTIMATED P/D&E COSTS is the total of eligible design and engineering costs that will be requested on the Estimated Project Cost Sheet. DO NOT INCLUDE THIS AMOUNT ON THE ESTIMATED PROJECT COST SHEET AT THIS TIME.
2. In the bottom section, you will determine what is the maximum amount of P/D&E costs that can be included in the total project cost based on available matching funds. Using .5 on *line 2* will calculate the greatest amount of P/D&E that could be claimed if the applicant can match the requested grant funds equally. If the amount of requested grant funds is being over-matched (it cannot be under-matched), use a decimal representing the smaller proportion of grant funds such as .45 for 45/55 or .4 for 40/60 grant/match relationship. Follow the instructions on the lower part of the worksheet.

*Line 5* is the Total Project Cost including the greatest allowable P/D&E cost.

*Line 7* is the greatest allowable P/D&E cost based on the other project costs and the maximum grant amount.

*Line 6* and *line 8* represent the 50/50-grant/match relationship with *line 8* being the applicant's obligation.

**If *line 7* is equal to or greater** than the Total Estimated Pre-Agreement/D&E Costs in the top portion of the worksheet, and the match requirement is available, use the amounts in the top portion of the worksheet to complete the D&E Cost Breakdown Sheet and enter that amount on the Estimated Project Cost Sheet.

**If *line 7* is less** than the Total Estimated Pre-Agreement/D&E Costs in the top portion of the worksheet, and the match requirement is available, adjust the amounts in the top portion of the worksheet to equal the amount on *line 7* and use that amount to complete the P/D&E Costs Breakdown Sheet and enter that amount on the Estimated Project Cost Sheet.

## WORKSHEET PRE-AGREEMENT/DESIGN & ENGINEERING COSTS

**This page is a worksheet for your convenience and does not need to be included with the application. The instructions are on the following pages.**

Components of Pre-Agreement and Design & Engineering Costs	MATERIAL # of Units OR ----- LABOR # of Hours	MATERIAL Unit Cost OR ----- LABOR Hourly Rate	TOTAL Component Cost
<b>TOTAL ESTIMATED PRE-AGREEMENT / D&amp;E COSTS</b> **This amount may not exceed 10% of the requested grant amount.			

**Use this formula to determine the allowable amount of pre-agreement design & engineering costs**

Total Cost of Acquisition and Development Scope Items (Do not include pre-agreement/D&E costs)	\$ _____ line 1
Enter the percentage of the total project cost expected to be paid by grant funds as a decimal (i.e., .5 for 50%, or .4 for 40%)	\$ _____ line 2
Multiply <i>line 2</i> by .1	\$ _____ line 3
Subtract <i>line 3</i> from 1.0 (1.0 minus <i>line 3</i> )	\$ _____ line 4
Divide <i>line 1</i> by <i>line 4</i> (This is the Total Project Cost including D&E costs.)	\$ _____ line 5
Multiply <i>line 5</i> by <i>line 2</i> (This is the Grant Request.)	\$ _____ line 6
Multiply <i>line 6</i> by 10% (This is the maximum allowable D&E cost.)	\$ _____ line 7
Subtract <i>line 6</i> from <i>line 5</i> (This is the Applicant Match.)	\$ _____ line 8

## SCOPE ITEM TIMETABLE

[illegible]

Include each scope item. Estimate when work on that scope item will begin and be completed.

## DONATIONS LIST

*Donations must be supported by a letter from the donor identifying the amount and terms of the donation.*

ITEM / DONOR	NUMBER OF UNITS	UNIT COST	TOTAL VALUE
		\$	\$
TOTAL			\$

Donations to the applicant from any source may include land, services/labor, materials, and/or equipment. The fair market value of such donations may be used as a matching share of the grant. The estimated values of land and other donations may be derived from appraisals, applicant's pay scales, and formalized equipment use rates.

- ❖ Donated labor must be charged at **\$10.00 per hour** or lower, unless it is for a licensed or skilled trade which may be charged at the current market rate.

**NOTE:** Contact ASP staff for information on acceptable methods of assessing values of donations. Costs associated with the initiation of development and/or the value of donations accepted by the applicant prior to approval of an application are not eligible project costs. The donor and value of the donation must be clearly identified on the Donations List.

- ❖ **Letters of commitment specifically identifying the value of the contribution and the method and date of delivery of the contribution must be provided to verify each donation/partnership.**

The source of donations must also be identified in the Resolution / Authority to Apply and the amount included as a component of the matching funds on the Estimated Cost Sheet.

## GUIDELINES FOR DONATED LABOR/SERVICES/MATERIALS

These guidelines will ensure consistency and assist grant applicants and participants in identifying and recording appropriate volunteer related expenses.

1. Donated labor and materials must be specific to the approved scope of the grant project to qualify as match and be eligible for reimbursement.
2. Donated labor will be valued at \$10.00 per hour for trail crew workers and \$14.00 per hour for a certified trail crew supervisor. Certification is based on meeting the standards as set forth by the organization providing the volunteer labor. The Table of Current Rates (Attachment A) supports these recommended values.
3. The value of donated labor for a person professionally skilled in the type of work being performed for the project shall be the rate normally charged for this service (i.e., a backhoe operator operating a backhoe or a carpenter building a frame building). A person who builds trails professionally may be credited for his normal hourly rate for donated work. (Licensed Trade Standard)
4. A volunteer may not be credited for more than eight (8) hours work in a day. Daily time records for each volunteer must be maintained.
5. Time and expense incurred by a volunteer in getting to the project site is not an eligible cost or donation. Volunteer time starts at the project site.
6. The expense incurred by a project manager who is transporting volunteers to a project site is an eligible cost. Volunteer time starts at the project site.
7. The value of donated materials must not exceed fair market value established by comparison with prices from a vendor.
8. Food, beverages, and other considerations provided to volunteers are not an eligible cost. The project manager may claim a reasonable cost for providing water and portable restrooms.
9. The value of volunteer labor for a one-time non-routine trail cleanup event and non-trail construction related activities would remain at the minimum wage unless it meets the licensed trade standard.

# MAPS, PLANS AND PHOTOS



## MAPS AND PLANS

Each application must include a project location/boundary map and a site plan. Floor plans must be submitted if structures are included as part of the project. An acquisition parcel map must be submitted with each application proposing land acquisition. A signage design plan must be submitted if the project includes signage. A trail design plan must be included if the project includes trail construction or reconstruction. Applicants must assure compliance with map preparation guidelines as explained by the examples on pages 60-65 of this manual or the application will be considered incomplete. Maps must be of display quality on an 8 1/2" x 11" sheet of paper.

## PHOTOGRAPHS

Photographs (**LANDSCAPE LAYOUT ONLY**) of the project area or specific features of a project must be submitted with the application.

Provide a description of each photo.

Do not paste labels on the front of the pictures and do not mount them permanently on the page. Vinyl photo sleeves are preferred.

At least four 4" X 6" colored pictures are requested. Digital photos must be printed on high quality paper and cut to 4" X 6". Black and white photocopies may be submitted with the required additional copies (3) of the application.

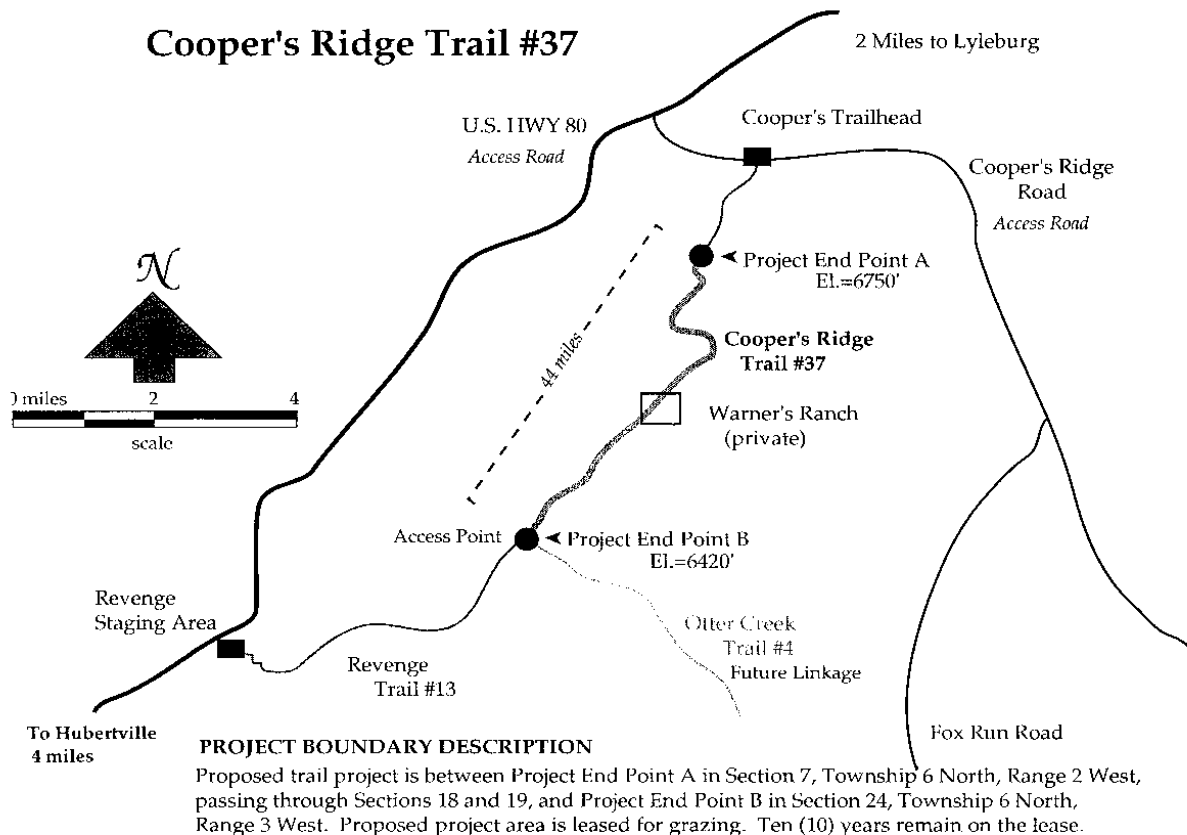
*NOTE: Application photos and maps are shared with AORCC at its June meeting. Maps that are too large and photos that are mounted will not be used in the presentation.*

## TRAIL LOCATION / PROJECT BOUNDARY MAP

A map shall be submitted with each application that specifically delineates the proposed project location.

**The map shall identify the following items:**

- North arrow, scale, project title, and date prepared.
- Project boundaries and list at the bottom of the sheet the Section, Township and Range where the proposed trail project is located.
- Elevation at project endpoints or project site.
- Nearest town or city and distance from project.
- List at the bottom of the sheet any areas under lease and term remaining on lease(s). Note area(s) on map.
- Note at bottom of sheet, any known outstanding rights and interests in the project area held by others (easements, water rights, subsurface mineral rights, etc.).
- Length of trail segment under this project proposal (Project End Point A to Project End Point B).
- Identify other trail or road access to the project trail.
- List any future trail linkages planned.
- Map must be printed on 8 1/2 x 11 page. Additional pages may be added if necessary.



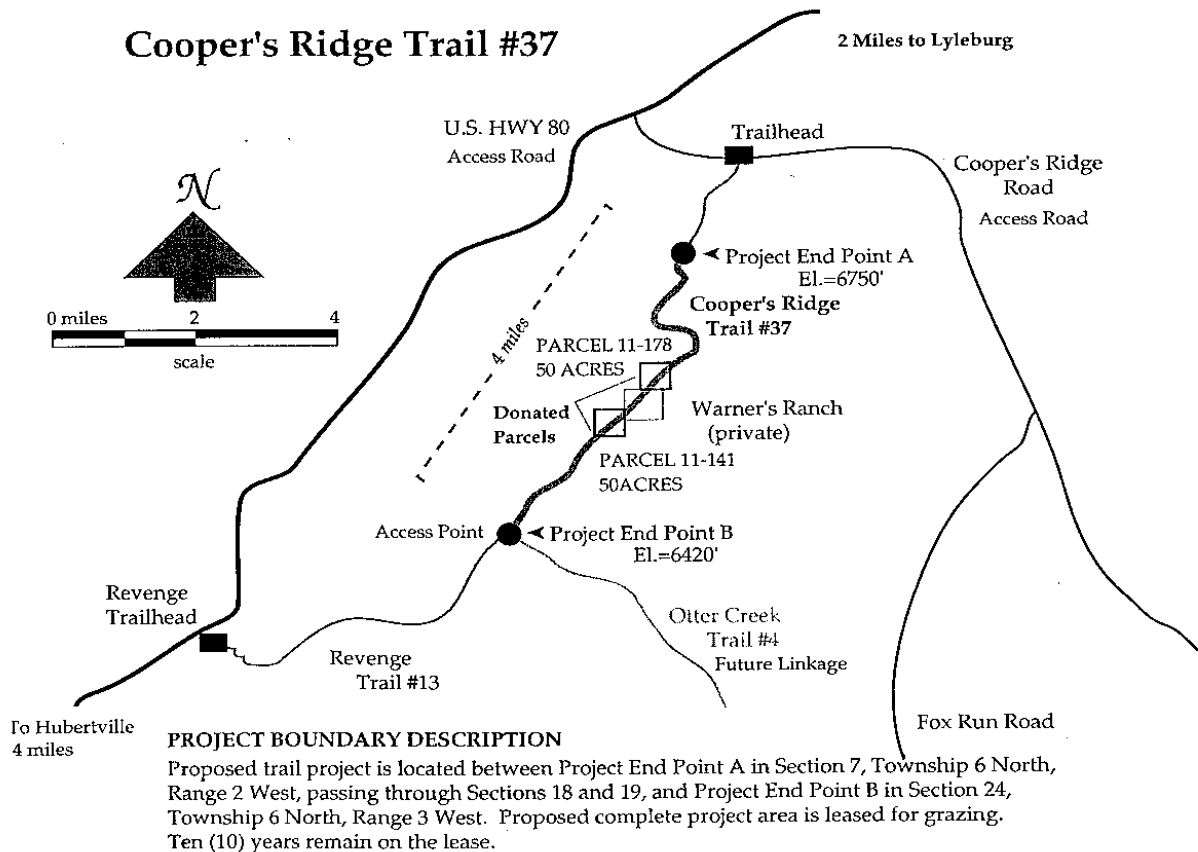
## ACQUISITION PARCEL MAP

(This map is required only if acquisition or donation of property is included in the scope of the project.)

A map shall be submitted with each application identifying all property to be acquired or donated under the proposed project.

The map shall identify the following items:

9. North arrow, scale, project title, and date prepared.
10. Property lines.
11. Project boundaries and Section, Township and Range for where the proposed trail project is located.
12. Parcel numbers and parcel sizes.
13. Existing development (include overhead utilities and/or easements).
14. Surrounding land uses.
15. Map must be printed on 8 1/2 x 11 page. Additional pages may be added if necessary.

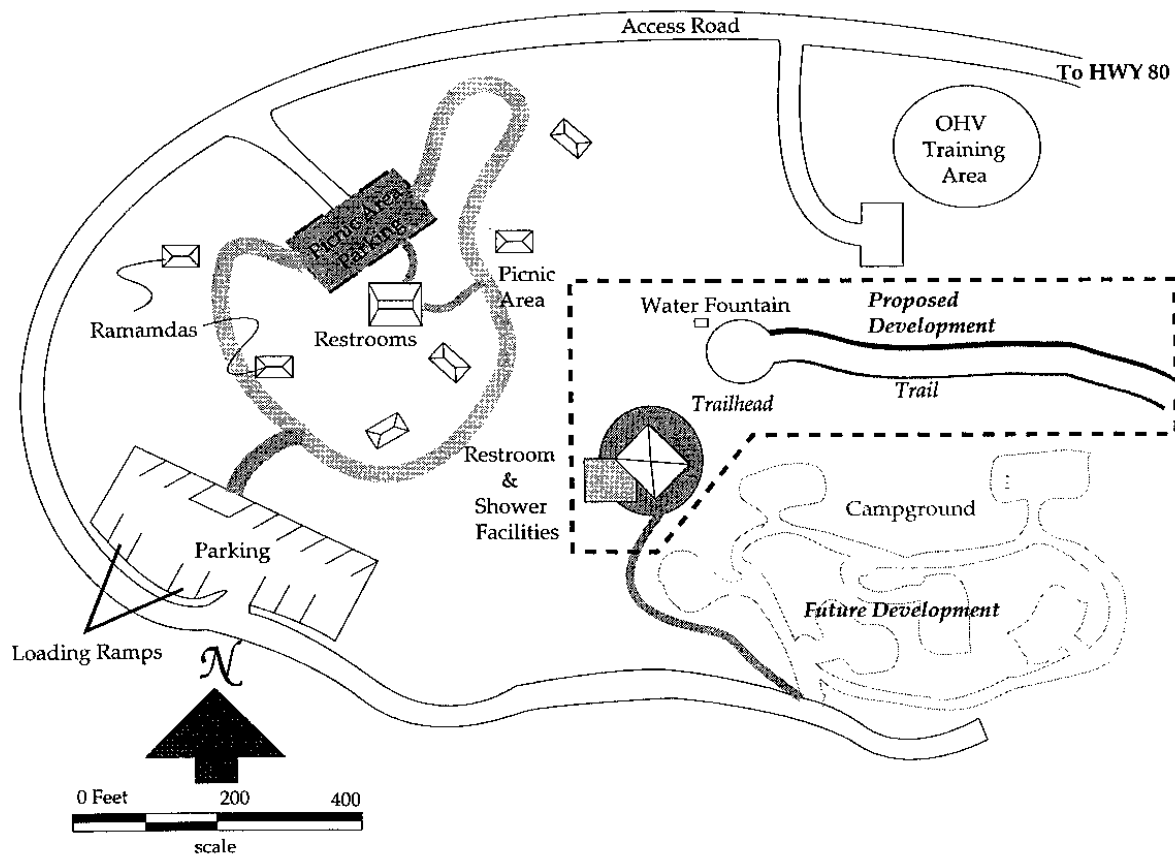


## SITE PLAN Trailheads or Site-Specific Trail Projects

A Site Plan shall be submitted with each application and shall identify the following items:

- North arrow, scale, project title, and date prepared.
- Existing site development.
- Proposed project development.
- Show planned future development when this application is for acquisition only.
- Surrounding land uses.
- Any ADA Standard facilities and/or access points.
- Identify other trail or road access to the project trail.
- Map must be printed on 8 1/2 x 11 page. Additional pages may be added if necessary.

### Revenge Trailhead



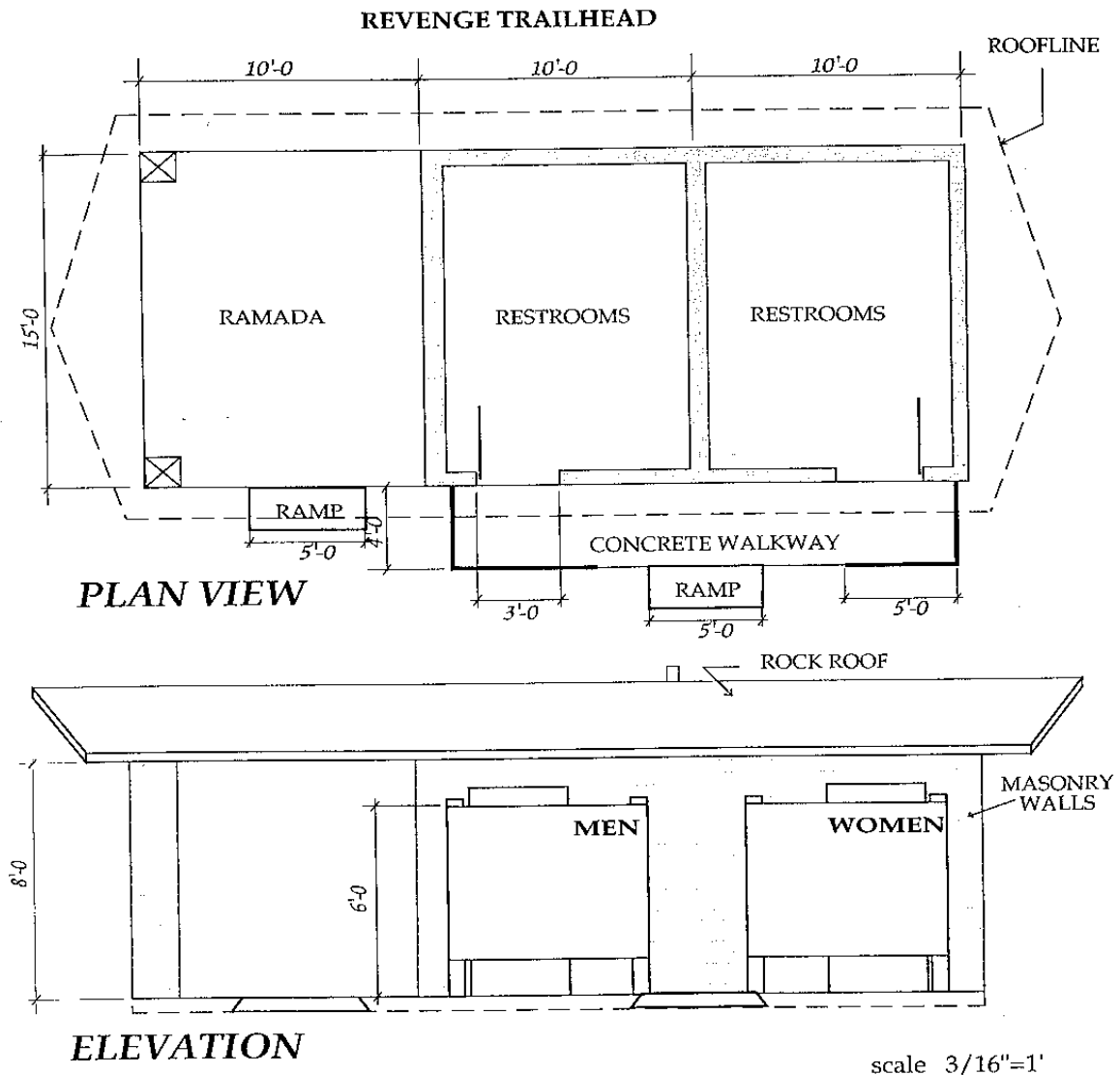
## FLOOR PLANS

### Preliminary Floor and Elevation Plans

Preliminary construction drawings of floor plans for all proposed structures shall be submitted with each application.

An elevation must be shown to indicate the architectural treatment.

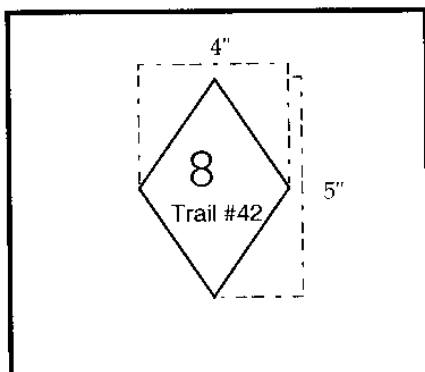
Remember that structures must be designed and built as per the Architectural Barriers Act of 1968 and A.R.S. § 34-401 and Title II, Americans with Disabilities Act of 1990.



## SIGNAGE DESIGN PLAN

Provide a sketch or drawing of each type of sign or trail marker that is a part of the project. Include the type of sign, sign location, width and height of the sign, sign material, and a sample of what will be printed on the sign or trail marker.

### SAMPLE



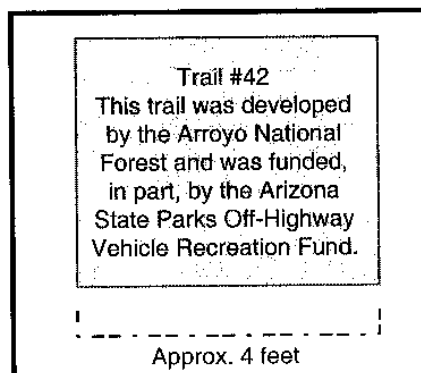
**Type of Sign:** Trail Marker

**Sign Location(s):** These signs will be tacked to trees along the length of the trail.

**Dimensions:** 4" x 5"

**Composition:** Carsonite™

**# of Similar Signs:** 15



**Type of Sign:** Trailhead sign

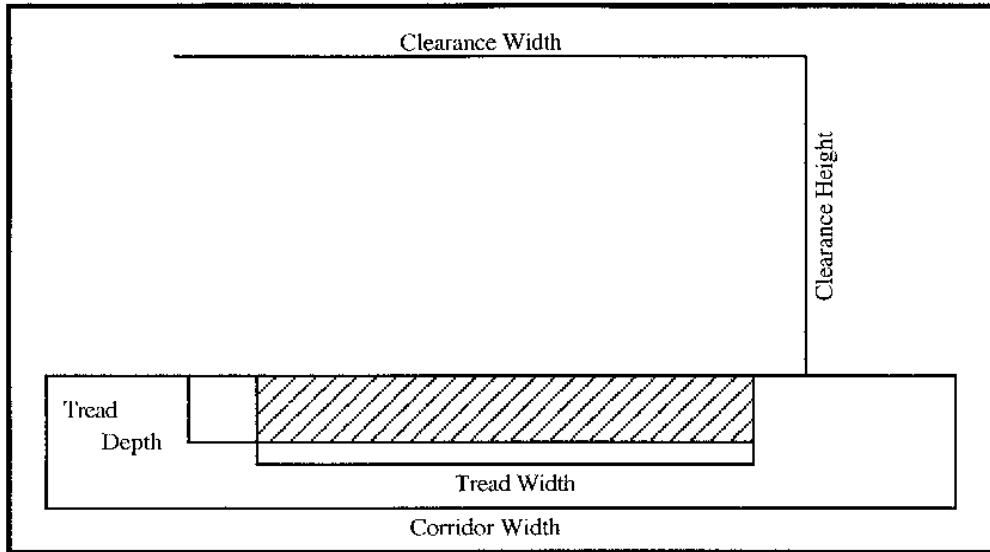
**Sign Location(s):** Trailhead sign will be located where the trail connects to the trailhead.

**Dimensions:** 4' x 3'

**Composition:** The wording will be engraved into a redwood sign. The wood will be polished, sanded and weather-proofed.

**# of Similar Signs:** 2

## TRAIL DESIGN PLAN



### Sample Trail Cross Section Diagram

Please provide a trail cross section diagram of the proposed trail project and provide the information requested below. Use a separate sheet (8.5 x 11) if necessary.

Corridor Width:

Minimum \_\_\_\_\_  
Maximum \_\_\_\_\_

Elevation:

Minimum \_\_\_\_\_  
Maximum \_\_\_\_\_

Tread Width:

Single Path  
Minimum \_\_\_\_\_  
Maximum \_\_\_\_\_

Clearance:

Height:  
Minimum \_\_\_\_\_  
Maximum \_\_\_\_\_

Tread Depth:

Minimum \_\_\_\_\_  
Maximum \_\_\_\_\_

Width (single path):

Minimum \_\_\_\_\_  
Maximum \_\_\_\_\_

Width (double path):

Minimum \_\_\_\_\_  
Maximum \_\_\_\_\_

Tread Surface Material:

☐ Natural  
☐ Gravel  
☐ Crushed Aggregate  
☐ Paving  
☐ Wood chips  
☐ Asphalt  
☐ Other \_\_\_\_\_

Proposed Trail Uses:

☐ Hiking  
☐ Mountain Biking  
☐ Equestrian  
☐ Skiing  
☐ ADA Accessible  
☐ Other \_\_\_\_\_

Grade/Slope

Maximum Sustained \_\_\_\_\_  
Maximum Short \_\_\_\_\_

Attach a diagram to illustrate how erosion control measures will be addressed (water bars, rolling dips, etc.). If you need additional information or samples, please contact the State Trails Program office at (602) 542-7116.

# **SAMPLE GRANT PARTICIPANT AGREEMENT**

**The following pages are samples for the Participant Agreement and General Provisions that will be sent to approved grant participants after final review from the Arizona State Parks Board.**



**Arizona State Parks**  
1300 W. Washington, Phoenix Arizona 85007  
**GRANT PARTICIPANT AGREEMENT**

**This is a sample of the agreement State Parks will ask successful applicants to execute to receive the grant and start work. Do not submit with the application.**

This Agreement is entered into by and between the Arizona State Parks Board (BOARD) and \_\_\_\_\_ (PARTICIPANT) and becomes effective on the date of signature by the authorized representative of Arizona State Parks.

PROJECT TITLE:			PROJECT NUMBER:		
THIRD PARTY PARTICIPANT'S NAME:			FY OF REVENUE:		
PROJECT PERIOD: From date of last authorized signature: develop = 3 yrs, equip / acquisition = 2 yrs.					
GRANT PROGRAM:	GRANT AMOUNT:	%	PARTICIPANT MATCH:	%	TOTAL PROJECT COST:
APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A					
PRESERVATION SPECIAL CONDITIONS: Attachment B <div style="display: flex; justify-content: space-between;"> <div>           Preservation Agreement            Preservation Covenant            Special Conditions/3<sup>rd</sup> Party         </div> <div> <input type="checkbox"/> (does not apply to RTP, LWCF,  <input type="checkbox"/> LRSP, TRAILS, OHV, LEBSF  <input type="checkbox"/> and GSLA.)         </div> </div>					
AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.) STATUTE: A.R.S. §41-503A(1)      RESOLUTION:					
AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="text-align: center;">           _____            Signature            Kenneth E. Travous            Executive Director         </div> <div style="text-align: center;">           _____            Date         </div> </div>					
ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PARTICIPANT'S SIGNATURE BELOW.			PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PARTICIPANT.		
Participant's Signature			Attorney's Signature		
Name (Typed)			Name (Typed)		
Title	Date	Title	Date		

General Provisions are attached and are part of this Participant Agreement.

## Arizona State Parks GRANT PARTICIPANT AGREEMENT

**This is a sample of the attachment to the agreement State Parks will ask successful applicants to execute to receive the grant and start work. Do not submit with the application.**

### Attachment A Approved Project Scope and Special Conditions

PARTICIPANT:

PROJECT TITLE:

PROJECT NUMBER:

APPROVED PROJECT SCOPE:

#### SPECIAL CONDITIONS:

The administration of this grant participant agreement is additionally subject to the contents of the "Administrative guidelines for Awarded Grants" published by Arizona State Parks.

Approved Project work shall start no later than the specified project start-up date. Land acquisition, equipment purchase, and studies/reports/assessments must begin within 6 months of the fully executed participant agreement. See sections 2.5 and 5.2 of the "Administrative guidelines for Awarded Grants" for more details.

#### OTHER CONDITIONS:

If any archaeological remains are encountered during project-related ground disturbance, work will cease in the area of the discovery and the participant will inform the Director of the Arizona State Museum pursuant to A.R.S. § 41-844. The participant will then inform the Grants Program Coordinator of the discovery to determine any further action that may be necessary.

**PARTICIPANT AGREEMENT GENERAL PROVISIONS  
FOR TRAILS (NONFEDERAL) HERITAGE FUND PROJECTS**

**PART I - DEFINITIONS**

For purposes of this agreement,

- A. **Advisory Committee** means the Arizona State Committee on Trails.
- B. **AORCC** means the Arizona Outdoor Recreation Coordinating Commission.
- C. **BOARD** means the Arizona State Parks BOARD, which is the governing body of Arizona State Parks.
- D. **Conversion** means the replacement of grant-funded facilities with new facilities that are of reasonable equivalent usefulness and location as the original.
- E. **Eligible Costs** mean direct costs chargeable to the project grant program such as 1) compensation of hired employees for the time and efforts devoted specifically to the execution of the grant; 2) cost of materials acquired, consumed, or expended specifically for the purposes of the grant; 3) equipment and other capital expenditures; 4) other items of expense incurred specifically to carry out the participant agreement; 5) direct services furnished specifically for the grant program by other agencies.
- F. **Facilities** mean capital improvements.
- G. **Fund** means the Arizona State Parks BOARD Heritage Fund.
- H. **Guidelines** mean program directives adopted by the BOARD.
- I. **Ineligible Costs** are those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives of the grant.
- J. **Match** means a specified percentage of the total eligible and direct project cost which may consist of either cash, in-kind contributions, or donations including volunteer time.
- K. **Obsolescence** means that an area or facility may be determined obsolete during the Term of Public Use if (1) reasonable maintenance and repairs are not sufficient to keep the facility or equipment operating; (2) changing needs dictate a change in the type of facilities or equipment provided; (3) operating practices dictate a change in the type of facilities or equipment required; or, (4) the facility or equipment is destroyed by fire, natural disaster, or vandalism. Declaring the facility obsolete means that the PARTICIPANT receives a waiver of the repayment or replacement requirements. No later than 90 days after a facility or equipment is taken out of public use, the PARTICIPANT may request a waiver of repayment or replacement requirements in writing.
- L. **PARTICIPANT** means an eligible applicant that has been awarded a grant.
- M. **Project** means an activity, or a series of related activities, which are described in the specific project scope of work and which result in a specific product(s).
- N. **Project Period** means the period of time during which all approved work and related expenditures associated with an approved project are to be completed by the PARTICIPANT.
- O. **Repayment** means returning grant money to the Heritage Fund in the event the PARTICIPANT fails to provide for operation and maintenance of the facilities or equipment during the Term of Public Use. The PARTICIPANT shall reimburse the Heritage Fund as follows: 100% of grant funds, 0-5th year; 80%, 6th-10th year; 60%, 11th-15th year; 40%, 16th-20th year; 20%, 21st-25th year. (Note: As an example, the 6th-10th year shall mean from the first day of the sixth year through the last day of the tenth year, beginning with the certified date of completion.)  
  
In lieu of repayment for a facility which is removed from public use prior to the end of the required Term of Public Use, the PARTICIPANT may apply for conversion or obsolescence.
- P. **Staff** means employees of Arizona State Parks.
- Q. **Sub-contract** means a direct contract between the PARTICIPANT and another contractor party whereby labor is supplied or work is performed in furtherance of the PARTICIPANT'S responsibilities under this agreement.

- R. **Term of Public Use** means the time required for public use. The term of public recreational use of the grant-assisted facilities shall be at least:
1. Equipment (personal property) grant investment of more than \$50,000 per item: 25 years
  2. Facilities (real property): 25 years
  3. Land: 99 years
- unless obsolescence applies. The Term of Public Use shall begin on the date of completion identified in the Completion Certification Letter.
- S. **Third Party PARTICIPANT** means an entity sponsored by an eligible project participant. More specifically, it includes governmental, private and non-profit units through the terms of a lease, permit, cooperative agreement, or an intergovernmental agreement (ARS § 11-952).

## **PART II - PERFORMANCE**

### **A. ADMINISTRATION**

1. **Conditions** - This agreement is subject to the availability of grant funds and appropriate approvals, and shall be subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, other acts of the Arizona Legislature, executive orders of the Governor, and policies of the BOARD.
2. **Incorporation of Application** - The PARTICIPANT'S approved application for grant funds is incorporated by reference as part of this agreement; however, the terms of this agreement shall take precedence in the event of conflict or ambiguity.
3. **Use of Grant Funds** - Awarded grant funds shall be used solely for eligible purposes of the funding program as defined by statute and as approved by the BOARD.
4. **Transfer of Grant Funds** - Awarded grant funds shall be transferred to the PARTICIPANT through reimbursement of approved expenditures for matching grants and through advances, on a case by case basis.
5. **Grant Retention** - Ten percent (10%) of the grant amount will be retained from reimbursement until Staff notifies the PARTICIPANT in writing that the project is officially closed and completed.
6. **Grant Accountability** - Grant funds shall be managed separately within the PARTICIPANT'S accounting system which identifies the name and number of the project. The funds shall be expended only as authorized under the terms of this agreement.
7. **Accomplishment of Project** - The project shall be accomplished according to the terms of this agreement and applicable State laws.
8. **Amendments** - This agreement may be amended in writing by the parties of the agreement upon written request of the PARTICIPANT and good cause shown, to adjust the project period, project costs, specific project scope items, or other specified adjustments to the agreement.
9. **Use of Project** - Project accomplishments shall be open or available to the public as specified in the Term of Public Use.
10. **Special Conditions** - Special conditions to this agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties to this agreement. Breach of any condition shall be enforceable by specific performance or shall justify the BOARD to seek recovery of all funds granted.
12. **Operation and Maintenance** - The PARTICIPANT shall operate and maintain, or cause to be maintained for public use or enjoyment, grant funded capital improvements for at least the period of time specified in the Term of Public Use. Should the grant funded capital improvements be unavailable for public use or enjoyment during the Term of Public Use, Staff shall pursue appropriate remedies. Remedies may include a declaration of obsolete facilities, a conversion, or repayment of the fund.
13. **Conversion** - No land or facilities acquired or developed with Heritage Fund assistance shall, without the approval of the BOARD, be converted to other than public use during the Term of Public Use. The BOARD shall approve such conversion only if it finds the replacement property to be in accord with the current Heritage Fund statute. Conversions shall require the substitution of other properties of at least equal fair market value and of reasonably equivalent usefulness and

location. The replacement property shall then become subject to this agreement. In lieu of conversion, the PARTICIPANT may repay the Heritage Fund or apply for a declaration of obsolescence.

In the event the BOARD provides grant assistance for the acquisition and/or development of real property subject to reversionary interests, with full knowledge of those reversionary interests and with written notice of those reversionary interests, conversion of said property to other than public uses as a result of such reversionary uses being exercised is approved. The PARTICIPANT shall notify the BOARD of the conversion as soon as possible and shall seek approval of replacement property in accord with the conditions set forth in this agreement. The PARTICIPANT further agrees to accomplish such replacement within a reasonable time, acceptable to the BOARD, after the conversion of the property occurs. This paragraph also applies to (1) leased properties acquired and/or developed with Heritage Fund assistance, where such lease is terminated prior to its full term pursuant to lease provisions known and agreed to by the BOARD, and (2) properties subject to other outstanding rights and interests known to and agreed to by the BOARD.

#### B. RESPONSIBILITY FOR THIRD PARTY AGREEMENTS

The PARTICIPANT sponsoring a third party to this agreement shall be responsible for compliance with provisions of this agreement in the event of third party default for the remainder of the term, or shall reimburse the Fund, apply for obsolescence, or apply for a conversion.

#### C. RELATIONSHIP OF PROJECT COSTS TO THE PROJECT PERIOD

Except for pre-agreement costs approved by the BOARD, only those costs associated with approved project work incurred during the project period shall be eligible for reimbursement according to the terms of this agreement. Combined pre-agreement and design & engineering costs shall not exceed 10% of the approved grant award.

#### D. ACQUISITION

Values of property purchased with grant assistance shall be appraised by a State Certified Appraiser according to the Uniform Standards of Professional Appraisal Practice. This appraisal shall be prepared within one year prior to the acquisition. Grant participation shall be according to the grant award amount, the approved market value, or the purchase price, whichever is less.

#### E. PROCUREMENT AND DEVELOPMENT

If the PARTICIPANT is a governmental entity, procurement transactions, including those involving professional services, materials, and construction, shall be accomplished according to the PARTICIPANT'S procurement standards. State procurement standards shall apply to all non-governmental entities to the fullest extent possible.

#### F. SUB-CONTRACTS

1. Sub-contracts awarded to accomplish approved project work shall incorporate, by reference, in each sub-contract the provisions of this agreement. The PARTICIPANT shall bear full responsibility for acceptable performance under each sub-contract.
2. The PARTICIPANT shall pay any claim of a sub-contractor or other employed individual performing work on this project for services pursuant to this agreement when due. If the PARTICIPANT is subject to A.R.S §34-221, payment is due when required pursuant to A.R.S. §34-221.
3. Unless the PARTICIPANT is a State agency, the PARTICIPANT shall indemnify and hold the State of Arizona and the BOARD harmless from any claim for services pursuant to this agreement, or damages relating thereto, of a sub-contractor or other employed individual performing work on this project.
4. Any sub-contract for employment by the PARTICIPANT shall be in writing and shall contain a provision whereby a person so employed or with whom a sub-contract has been entered, acknowledges that the State of Arizona and the BOARD shall not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

#### G. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The PARTICIPANT agrees to submit a project status report not less than quarterly. The status report will include at a minimum the following: (a) progress in completing the approved scope of work; and (b) any problems encountered and solutions to problems regarding completion of the project. Failure to submit the reports will result in delays in grant reimbursement or advance processing. The PARTICIPANT further agrees to consult with Staff, as needed, to review progress. The Staff reserves the right to review the progress of the project and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Term of Public Use to assure compliance with the terms of this agreement.
2. The PARTICIPANT shall certify compliance with the Participant Agreement every five years, until the end of the Term of Public Use, on a form to be provided by the BOARD. In addition, on-site inspections shall be conducted periodically at the discretion of the BOARD. The following points shall be taken into consideration during the inspection of properties that have been acquired or developed with grant assistance: retention and use, appearance, maintenance, management, availability, environment, signing, and interim use.

#### H. PROJECT INCOME AND EARNED INTEREST

Income and/or interest generated from funds transferred to the PARTICIPANT during the project period shall be used to further the purposes of the approved project. Funds advanced, but not spent to complete the project, shall be returned to the BOARD at the completion of the project. Pursuant to Part II, Paragraph I of this agreement, the PARTICIPANT shall own all rights in the materials produced with project funds.

#### I. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP

The PARTICIPANT shall have ownership of products or publishable matter produced with grant assistance with the understanding that the BOARD reserves nonexclusive license to use and reproduce, without payment, such materials. This paragraph is not applicable to architectural or engineering plans produced with grant assistance.

#### J. FUND SOURCE RECOGNITION

The PARTICIPANT agrees to permanently and publicly acknowledge grant program(s) that assisted project accomplishments (including, but not limited to, final documents, audio-visual recordings, photographs, plans, drawings, publications, advertisements and project plaques). At a minimum, this acknowledgment shall include the following: "This project was financed in part by a grant from the (name of grant program: Local, Regional and State Parks Heritage Fund; Trails Heritage Fund), which is funded by the Arizona Lottery and administered by the Arizona State Parks Board."

#### K. PROJECT COST VERIFICATION

The PARTICIPANT agrees to submit project expenditure documents to Staff for verification or audit purposes upon request.

#### L. TRANSFER OF CONTRACTUAL RESPONSIBILITY

The PARTICIPANT may transfer contracted responsibilities under the terms of this agreement to another eligible participant provided that approval has been granted by the BOARD prior to the transfer.

### PART III - COMPLIANCE

#### A. ANTI-TRUST

Vendor and purchaser recognize that, in actual economic practice, overcharges from anti-trust violations are borne by purchaser. Therefore, the PARTICIPANT hereby assigns to BOARD any and all claims for such overcharges.

#### B. ARBITRATION

To the extent required pursuant to A.R.S. § 12-1518 and any successor statute, the parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve disputes arising out of this Agreement.

#### C. INDEMNIFICATIONS AND CLAIMS AGAINST THE STATE

PARTICIPANT shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and its

employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property cost, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of PARTICIPANT or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such PARTICIPANT to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnity shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by PARTICIPANT from and against any and all claims. It is agreed that the PARTICIPANT will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of award of the contract, the PARTICIPANT agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the PARTICIPANT for the state of Arizona.

D. NON-DISCRIMINATION -- EMPLOYMENT

The PARTICIPANT agrees to comply with the provisions of Executive Order Number 99-4, issued by the Governor of the State of Arizona relating to nondiscrimination in employment, which by reference is incorporated herein and becomes a part of this Agreement.

E. ARIZONANS WITH DISABILITIES ACT OF 1992 AND AMERICANS WITH DISABILITIES ACT

The PARTICIPANT shall comply with all applicable provisions of the Arizonans with Disabilities Act of 1992, A.R.S. §41-1492, et. seq. and the Americans with Disabilities Act, (Public Law 101-336, 42 U.S.C. 12101-12213 and 47 U.S.C. §225 and 611), and applicable state rules and federal regulations under the Acts (28 CFR Parts 35 and 36).

F. RECORDS RETENTION AND AUDITS

1. Complete financial records and all other documents pertinent to this Agreement shall be retained by the PARTICIPANT and made available to the Staff, if requested, for review and/or audit purposes for a period of five (5) years after project closure.
2. The PARTICIPANT may substitute microfilm copies in place of original records, but only after project costs have been verified.

G. STATE CONTRACT CANCELLATION

1. The State or its political subdivisions or any department or agency of either may cancel this contract, without penalty or further obligation pursuant to A.R.S. §38-511.
2. Every payment obligation of the BOARD under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated or appropriated for the continuance of this Agreement, this Agreement may be terminated by the BOARD at the end of the period for which the funds are available. No liability shall accrue to the BOARD or the State of Arizona in the event this provision is exercised, and the BOARD shall not be obligated or liable for any future payments or for any damages resulting as a result of termination under this paragraph.

H. REMEDIES

1. The BOARD may temporarily suspend this Agreement by providing notice to the PARTICIPANT in writing. The BOARD may terminate or reinstate a suspended Agreement, and PARTICIPANT may not recover any losses, costs, or damages of any sort from the BOARD related to the suspension, reinstatement, or termination.
2. The PARTICIPANT may unilaterally terminate the Participant Agreement at any time before the first payment on the Project. After the initial payment, the Participant Agreement may be terminated, modified, or amended by the PARTICIPANT only by written mutual agreement of the parties.
3. The BOARD may terminate the Participant Agreement in whole, or in part, at any time before the date of completion, whenever it is determined that the PARTICIPANT has failed to comply with

the terms or conditions of the grant. The BOARD will promptly notify the PARTICIPANT in writing of the determination and the reasons for the termination, including the effective date. All payments made to the PARTICIPANT shall be recoverable by the BOARD under a Participant Agreement terminated for cause.

4. The BOARD or PARTICIPANT may terminate the Participant Agreement in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The PARTICIPANT shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The BOARD may allow full credit to the PARTICIPANT for the grant share of obligations properly incurred before the effective termination date and which cannot be canceled.
5. Termination either for cause or for convenience requires that the Project in question be brought to a state of public usefulness to the terms set forth by the BOARD; otherwise, all funds provided by the BOARD shall be returned to the BOARD.
  - The BOARD may require specific performance of the terms of this agreement or take legal steps necessary to recover the funds granted if the PARTICIPANT fails to comply with the terms of the grant or breaches any condition or special condition of the Participant Agreement.
6. The remedies expressed in this Agreement are not intended to limit the rights of the BOARD. This Agreement shall not in any way abridge, defer, or limit the BOARD'S right to any right or remedy under law or equity that might otherwise be available to the BOARD.

#### I. CULTURAL RESOURCES

The PARTICIPANT agrees to meet the requirements of the State Historic Preservation Act (ARS §41-861 to 41-864) before project initiation.

Acceptance of all terms and conditions of this agreement and its attachments is acknowledged by the PARTICIPANT'S signature on the cover sheet of this agreement.

9/25/2003